

United States Department of Agriculture seeks to lease the following space:

State:	DE
City:	Georgetown
Delineated Area:	N: Rt. 16, Milton/Ellendale Hwy S: Rt. 13, Sussex Hwy., Eastern-Rt. 24 E: Rt. 24, John J Williams Hwy W: Rt. 5, Harbeson Rd.
Minimum Sq. Ft. (ABOA):	9,790
Maximum Sq. Ft. (ABOA):	10,279
Maximum Rentable Sq. Ft.	NTE 12,335
Space Type:	Office
Reserved Parking Spaces (Total):	6
Non-Reserved Parking Spaces (Surface):	63 additional parking spaces at no cost to the Government. Parking shall be onsite or within ¼ miles of the public entrance of the premises.
Full Term:	15 years
Firm Term:	3 years
Additional Requirements:	-Parking lot must be able to accommodate pull through parking for oversized vehicles (i.e., semis, farming vehicles, trucks with trailers, etc.). The vehicle should be able to turnaround.  -The Government wishes to lease space in an existing building or in a building to be constructed for the Government's use.  -4,791 RSF to be used as Special Purpose Space.  -The space offered, its location, and its surrounding areas must be compatible with the Government's intended use.  -First floor space is preferred, shall be contiguous within the building, meeting the accessibility requirements in the lease. If space above the first or ground floor is offered, the space shall have at least one (1) elevator meeting accessibility requirements of the lease.

Offered space must meet Government requirements for fire safety, accessibility, seismic, and sustainability standards per the terms of the Lease. A fully serviced lease is required. Offered space shall not be in the 100-year flood plain.

**Entities are advised to familiarize themselves with the telecommunications prohibitions outlined under Section 889 of the FY19 National Defense Authorization Act (NDAA), as implemented by the Federal Acquisition Regulation (FAR). For more information, visit: [https://acquisition.gov/FAR-Case-2019-009/889\\_Part\\_B](https://acquisition.gov/FAR-Case-2019-009/889_Part_B).**

Offers Due:	August 17, 2023, by 4:30 P.M. ET
Occupancy (Estimated):	November 23, 2024

**Send Offers to:**

Name/Title:	NaJeema Randall, Lease Contracting Officer
Email Address:	Najeema.randall@usda.gov

*Note: Entities not currently registered in the System for Award Management (SAM) are advised to start the registration process as soon as possible.*

# USDA REQUEST FOR LEASE PROPOSALS NO. 57-10005-22-FA Georgetown, DE

## Offers due by 08/17/2023

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:30 PM Eastern** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

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

**GLOBAL RLP  
GSA TEMPLATE R100 (10/22)  
FPAC Version (MAR 2023)**

# TABLE OF CONTENTS

<b>GLOBAL RLP</b>	<b>1</b>
<b>SECTION 1 STATEMENT OF REQUIREMENTS</b>	<b>1</b>
1.01 GENERAL INFORMATION (OCT 2020)	1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022)	1
1.03 AREA OF CONSIDERATION (OCT 2021)	2
1.04 INTENTIONALLY DELETED	2
1.05 INTENTIONALLY DELETED	2
1.06 LIST OF RLP DOCUMENTS (OCT 2022)	2
1.07 AMENDMENTS TO THE RLP (JUN 2012)	2
1.08 LEASE DESCRIPTION (OCT 2021)	2
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)	3
1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022)	3
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)	3
1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)	3
1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)	3
1.14 INTENTIONALLY DELETED	3
1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020)	4
1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)	4
<b>SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD</b>	<b>5</b>
2.01 EFFICIENCY OF LAYOUT (AUG 2011)	5
2.02 FLOOD PLAINS (OCT 2022)	5
2.03 INTENTIONALLY DELETED	5
2.04 INTENTIONALLY DELETED	5
2.05 HISTORIC PREFERENCE (SEP 2013)	5
2.06 ASBESTOS (OCT 2021)	6
2.07 ACCESSIBILITY (SEP 2013)	6
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)	6
2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022)	6
2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)	7
2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)	8
2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020)	8
<b>SECTION 3 HOW TO OFFER</b>	<b>10</b>
3.01 GENERAL INSTRUCTIONS (JUN 2012)	10
3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)	10
3.03 PRICING TERMS (OCT 2022)	10
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)	11
3.05 INTENTIONALLY DELETED	11
3.06 ADDITIONAL SUBMITTALS	11
3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)	13
3.08 INTENTIONALLY DELETED	13
3.09 INTENTIONALLY DELETED	14
3.10 INTENTIONALLY DELETED	14
3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)	14
3.12 INTENTIONALLY DELETED	14
<b>SECTION 4 METHOD OF AWARD</b>	<b>15</b>
4.01 NEGOTIATIONS (JUN 2012)	15
4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)	15
4.03 AWARD BASED ON PRICE (JUN 2012)	15
4.04 INTENTIONALLY DELETED	15
4.05 INTENTIONALLY DELETED	15
4.06 INTENTIONALLY DELETED	15
4.07 INTENTIONALLY DELETED	15
4.08 INTENTIONALLY DELETED	15
4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022)	15
4.10 AWARD (OCT 2022)	16
<b>SECTION 5 ADDITIONAL TERMS AND CONDITIONS</b>	<b>17</b>
5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)	17
5.02 INTENTIONALLY DELETED	17

# REQUEST FOR LEASE PROPOSALS NO. 57-10005-22-FA

7/20/2023  
GLOBAL RLP GSA TEMPLATE R100 (OCT 2022)  
FPAC Version (MAR 2023)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (OCT 2020)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease template. Upon selection for award, USDA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

### 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022)

A. The Government is seeking a combined (General and Special Purpose space) minimum of **9,790** to a maximum of **10,279** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF), yielding no more than **12,335** rentable square feet (RSF) of contiguous general purpose and special purpose space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

**General Purpose.** The Government is seeking a minimum of **5,822** to a maximum of **6,113** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF), yielding no more than **7,029** rentable square feet (RSF) of contiguous general purpose and special purpose space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

**Special Purpose.** And a minimum of **3,968** to a maximum of **4,166** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF), yielding no more than **4,791** rentable square feet (RSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

C. The Government requires **28** surface/outside parking spaces for government vehicles and visitors, reserved for the exclusive use of the Government. **6** parking spaces to be provided for government vehicles and **22** parking spaces to be provided for visitors. Offeror shall include the cost of this parking as part of the rental consideration. The Government also requires that **41** additional non-reserved spaces for employee parking, either at the Premises or no more than one-quarter (1/4) mile from the leased Premises. Offeror shall provide non-reserved spaces at no charge to the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease.

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

E. INTENTIONALLY DELETED

E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be:

General Purpose: **15** Years, **3** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **120** days' prior written notice.

Special Purpose: **1** Year, with Government termination rights, in whole or in parts, effective at any time by providing not less than **120** days' prior written notice.

G. The Lease Term Commencement Date will occur upon the acceptance of space.

### 1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North: Rt. 16, Milton/Ellendale Hwy  
South: Rt. 13, Sussex Hwy., Eastern-Rt. 24  
East: Rt. 24, John J Williams Hwy  
West: Rt. 5, Haberson Rd.

Buildings with Property boundary(ies) on the boundary streets are deemed to be within the delineated Area of Consideration.

### 1.04 INTENTIONALLY DELETED

### 1.05 INTENTIONALLY DELETED

### 1.06 LIST OF RLP DOCUMENTS (OCT 2022)

A. The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 57-10005-22-FA (Draft Template L100)	37	-----
Agency's Requirements	12	C
USDA OCIO-IT Requirements	6	D
USDA Signage Requirements	11	E
Security Requirements for Level I	5	F
GSA Form 3516, Solicitation Provisions	6	G
GSA Form 3517B, General Clauses	21	H
Proposal to Lease Space (GSA Form 1364)	4	I
GSA Form 1217, Lessor's Annual Cost Statement	3	J
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	3	K
Tenant Improvement Cost Summary (TICS) and Shell vs. TI Worksheet **TICS Spreadsheet attached separately	4	L
DOL Wage Determination	7	M
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	N

B. INTENTIONALLY DELETED

### 1.07 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

### 1.08 LEASE DESCRIPTION (OCT 2021)

A. Offeror shall examine the Lease template included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

C. Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.

D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor shall design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

E. The security pricing process is described in a separate paragraph.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI alterations, the Government shall withhold TI rent pursuant to Section 1 of the Lease until such time as the TI is completed and accepted by the Government. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.

G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease template and in the GSA Form 3517B, and will be made part of the Lease.

#### **1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)**

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. There are certain Building requirements that are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

#### **1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022)**

A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

#### **1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)**

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

#### **1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)**

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers, and/or reviewing similar existing Offeror records.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

#### **1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)**

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

**Lease LCO:**

NaJeema Randall

Najeema.randall@usda.gov

#### **1.14 INTENTIONALLY DELETED**

**1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020)**

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

B. The small business size standard for the applicable NAICS code is found [HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/](https://www.sba.gov/size-standards/).

**1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)**

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [WWW.SAM.GOV](http://www.sam.gov) for the designated entity for establishing unique entity identifiers. If an offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one.

---

## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

---

### 2.01 EFFICIENCY OF LAYOUT (AUG 2011)

- A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, USDA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

### 2.02 FLOOD PLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 1-percent-annual-chance floodplain (formerly referred to as 100-year floodplain) unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP and does not impact the Government's full use and enjoyment of the Premises. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Government may determine that the offered Property does not adequately avoid development in a 1-percent-annual-chance floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

### 2.03 INTENTIONALLY DELETED

### 2.04 INTENTIONALLY DELETED

### 2.05 HISTORIC PREFERENCE (SEP 2013)

- A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:
1. Historic Properties within Historic Districts.
  2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
  3. Historic Properties outside of Historic Districts.
- B. Definitions:
1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
  2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).
  3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).
  4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).
- C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.
- D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:
1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
  2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
  3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

## **2.06 ASBESTOS (OCT 2021)**

A. Government requires space with no asbestos-containing materials (ACM), or with undamaged, nonfriable ACM. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. Notwithstanding the preceding, if no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any material with a trace or more of asbestos quantity present.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan and Reinspection Report Submittals. If space is offered which contains ACM, the Offeror shall submit a current asbestos-related management plan or operations and maintenance plan, along with a current asbestos re-inspection report (performed within the past 5 years) for acceptance by the Government prior to lease award. The management plan or operations and maintenance plan, and re-inspection report shall conform to generally accepted industry practice in accordance with EPA guidance.

## **2.07 ACCESSIBILITY (SEP 2013)**

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

## **2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)**

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

## **2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022)**

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, USDA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1,

2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. Notwithstanding the above, buildings that meet the following are considered as equivalent to having an Energy Star label in the most recent year. All new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources).

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

**NOTE:** Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

K. INTENTIONALLY DELETED

## 2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous use of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

## 2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)

### A. Environmental Due Diligence

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.

2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

### B. National Environmental Policy Act

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.

6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

## 2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (i.e., buildings and historic districts) and below-grade (i.e., archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA's *Qualification Requirements for Preservation Architects and Other Specialists*. These standards are available at: [HTTPS://WWW.GSA.GOV/REAL-ESTATE/HISTORIC-PRESERVATION/HISTORIC-PRESERVATION-POLICY-TOOLS/PRESERVATION-TOOLS-RESOURCES/PROOF-OF-COMPETENCY-OTHER-DOCUMENTATION](https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/proof-of-competency-other-documentation). The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the*

*Treatment of Historic Properties.* Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within USDA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

---

## SECTION 3 HOW TO OFFER

---

### 3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

### 3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)

#### A. Traditional method – E-mail:

1. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the USDA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon USDA's request, its original signed proposal.

2. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

No later than **4:30 PM Eastern** on the date specified below at the following email address:

Date: August 17, 2023

Lease Contracting Officer:  
NaJeema Randall

Email Address:  
najeema.randall@usda.gov

3. INTENTIONALLY DELETED

4. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals. LCO have the discretion to reject late offers.

5. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

### 3.03 PRICING TERMS (OCT 2022)

Offeror shall provide the following pricing information with its offer:

A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.

B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).

2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.

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

4. The annual rent to amortize the Tenant Improvements over the Firm Term of the Lease. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.

5. INTENTIONALLY DELETED

6. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs as they will have been fully amortized over the Firm Term.

7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. **NOTE:** Refer to the Lease document for additional guidance.
  8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
  9. INTENTIONALLY DELETED
  10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
  11. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. Tenant Improvement Cost Summary (TICS) and initialed Shell vs. TI Worksheet with backup General Contractor bids to support costs
- E. INTENTIONALLY DELETED

### **3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)**

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

### **3.05 INTENTIONALLY DELETED**

### **3.06 ADDITIONAL SUBMITTALS (OCT 2022)**

Offeror shall also submit with its offer the following:

- A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.
- B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell and TI improvements. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.
- E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.
- F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:
  1. Corporation – Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.
  2. Partnership -- Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.
  3. Limited Liability Company – Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.
  4. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.
- G. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at [www.nps.gov/nr](http://www.nps.gov/nr).
- H. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at <HTTPS://WWW.SAM.GOV/SAM/> prior to the Lease Award Date. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

J. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in subparagraph 1, unless the Building meets either exemption in subparagraphs 2 or 3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
- b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
- c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
- d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:

I. A report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances or,

II. For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.

2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to USDA the Fire Protection and Life Safety (FPLS) Submittal Information listed in 1.a through 1.d above.

3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to USDA the FPLS Submittal Information listed in 1 above.

K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

M. The architectural plans for modernization, if the offered Building is not a modern office Building.

N. A current asbestos management plan or operations and management plan, along with a current reinspection report (performed within the past 5 years), if the offered Building contains asbestos-containing materials.

O. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs 1 through 5 noted below):

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.

2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.

3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.

4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

5. USDA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, USDA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

Q. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.

R. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

S. INTENTIONALLY DELETED

T. INTENTIONALLY DELETED

U. INTENTIONALLY DELETED

V. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."

W. If applicable, information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." USDA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, USDA at its sole discretion will make the decision whether to accept the deviation.

Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific Lease requirements concerning maintenance and restoration of the real property's hydrology.

Z. INTENTIONALLY DELETED

AA. INTENTIONALLY DELETED

AB. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.

AC. A construction schedule giving the dates on which the various phases of permitting, design and construction (including principal categories of work) will be completed to coincide with the Government's required occupancy date and the milestones as outlined under the Lease.

AD. Due to COVID-19 pandemic conditions, an on-site physical tour of the offered Property may not be practical. At the LCO's discretion, additional Offer submittals may be requested to include pictures, video(s), and/or a building representative conducting a walkthrough with a virtual or online meeting option provided by USDA. In these instances, additional guidance will be more particularly set forth by the LCO.

AE. INTENTIONALLY DELETED

### **3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)**

A. TENANT IMPROVEMENT TURNKEY PRICING

An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration and all improvements shall meet the quality standards and requirements of this RLP and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

**3.08 INTENTIONALLY DELETED**

**3.09 INTENTIONALLY DELETED**

**3.10 INTENTIONALLY DELETED**

**3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)**

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

**3.12 INTENTIONALLY DELETED**

---

## SECTION 4 METHOD OF AWARD

---

### 4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the USDA LCO or designated representative. When negotiations are conducted, USDA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

### 4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

### 4.03 AWARD BASED ON PRICE (JUN 2012)

A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

### 4.04 INTENTIONALLY DELETED

### 4.05 INTENTIONALLY DELETED

### 4.06 INTENTIONALLY DELETED

### 4.07 INTENTIONALLY DELETED

### 4.08 INTENTIONALLY DELETED

### 4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022)

#### A. INTENTIONALLY DELETED

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
3. INTENTIONALLY DELETED
4. INTENTIONALLY DELETED
5. INTENTIONALLY DELETED
6. INTENTIONALLY DELETED
7. To the gross PVC will be added:
  - a. INTENTIONALLY DELETED
  - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
  - c. INTENTIONALLY DELETED
  - d. INTENTIONALLY DELETED
  - e. INTENTIONALLY DELETED
  - f. INTENTIONALLY DELETED
8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

**4.10 AWARD (OCT 2022)**

A. To document the agreement between the parties, the successful Offeror and the USDA LCO will execute a Lease prepared by USDA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. 57-10005-22-FA and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

---

## **SECTION 5 ADDITIONAL TERMS AND CONDITIONS**

---

### **5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this RLP:

- 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY RATE (OCT 2016)
- 1.06 LIST OF RLP DOCUMENTS (OCT 2021)
- 3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)
- 3.03 PRICING TERMS (OCT 2021)
- 3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUNE 2012)

### **5.02 INTENTIONALLY DELETED**

# LEASE NO. 57-10005-22-FA

**INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease (GSA Lease Template L100, hereinafter Lease Template). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Form 1364, (hereinafter Lease Proposal Form) into a Lease Template, and transmit the completed Lease Template, together with appropriate attachments, to the successful Offeror for execution.**

A. This Lease is made and entered into between

**Lessor's Name**

(Lessor), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, and  
The United States of America

(Government), acting by and through the designated representative of the U.S. Department of Agriculture (USDA), upon the terms and conditions set forth herein.

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

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

**[Address]**

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

**C. LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**X Years, X Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>5</b>
1.01	THE PREMISES (OCT 2022)	5
1.02	EXPRESS APPURTENANT RIGHTS (SEP 2013)	5
1.03	RENT AND OTHER CONSIDERATION (OCT 2022)	5
1.04	INTENTIONALLY DELETED	6
1.05	TERMINATION RIGHTS (OCT 2016)	6
1.06	INTENTIONALLY DELETED	6
1.07	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2022)	6
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)	6
1.09	INTENTIONALLY DELETED	6
1.10	INTENTIONALLY DELETED	6
1.11	INTENTIONALLY DELETED	6
1.12	INTENTIONALLY DELETED	6
1.13	INTENTIONALLY DELETED	6
1.14	INTENTIONALLY DELETED	6
1.15	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)	7
1.16	INTENTIONALLY DELETED	7
1.17	INTENTIONALLY DELETED	7
1.18	BUILDING IMPROVEMENTS (MAR 2016)	7
1.19	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)	7
1.20	LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)	7
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS, AND STANDARDS</b>	<b>8</b>
2.01	DEFINITIONS AND GENERAL TERMS (OCT 2022)	8
2.02	AUTHORIZED REPRESENTATIVES (OCT 2016)	8
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2022)	9
2.04	WAIVER OF RESTORATION (OCT 2021)	9
2.05	INTENTIONALLY DELETED	9
2.06	CHANGE OF OWNERSHIP/NOVATION (OCT 2021)	9
2.07	INTENTIONALLY DELETED	9
2.08	GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (DEVIATION) (SEP 2022)	9
2.09	INTENTIONALLY DELETED	10
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	10
2.11	INTENTIONALLY DELETED	10
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>11</b>
3.01	LABOR STANDARDS (OCT 2022)	11
3.02	WORK PERFORMANCE (JUN 2012)	11
3.03	INTENTIONALLY DELETED	11
3.04	CONSTRUCTION WASTE MANAGEMENT (OCT 2021)	11
3.05	WOOD PRODUCTS (OCT 2019)	11
3.06	ADHESIVES AND SEALANTS (OCT 2022)	12
3.07	BUILDING SHELL REQUIREMENTS (OCT 2016)	12
3.08	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (OCT 2022)	12
3.09	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	12
3.10	VESTIBULES (OCT 2020)	12
3.11	MEANS OF EGRESS (MAY 2015)	12
3.12	AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)	13
3.13	FIRE ALARM SYSTEM (SEP 2013)	13
3.14	ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	13
3.15	INTENTIONALLY DELETED	14
3.16	BUILDING DIRECTORY (OCT 2021)	14
3.17	FLAGPOLE (SEP 2013)	14
3.18	DEMOLITION (JUN 2012)	14
3.19	ACCESSIBILITY (FEB 2007)	14
3.20	CEILINGS (OCT 2022)	14
3.21	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	15
3.22	DOORS: IDENTIFICATION (APR 2011)	15
3.23	WINDOWS (OCT 2020)	15
3.24	PARTITIONS: GENERAL (OCT 2022)	15
3.25	PARTITIONS: PERMANENT (OCT 2022)	15
3.26	INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2022)	15
3.27	WALL FINISHES – SHELL (SEP 2015)	16
3.28	PAINTING – SHELL (OCT 2022)	16
3.29	FLOORS AND FLOOR LOAD (OCT 2019)	16
3.30	FLOOR COVERING AND PERIMETERS – SHELL (OCT 2022)	16
3.31	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	16
3.32	BUILDING SYSTEMS (APR 2011)	16
3.33	ELECTRICAL (OCT 2019)	16
3.34	INTENTIONALLY DELETED	17
3.35	PLUMBING (JUN 2012)	17
3.36	DRINKING FOUNTAINS (OCT 2018)	17
3.37	RESTROOMS (OCT 2022)	17

3.38	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2022)	17
3.39	JANITOR CLOSETS (SEP 2015)	18
3.40	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2022)	18
3.41	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)	18
3.42	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	19
3.43	LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2022)	19
3.44	ACOUSTICAL REQUIREMENTS (OCT 2022)	20
3.45	INTENTIONALLY DELETED	20
3.46	INTENTIONALLY DELETED	20
3.47	FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)	20
3.48	INTENTIONALLY DELETED	20
3.49	INTENTIONALLY DELETED	20
3.50	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)	20
3.51	SYSTEMS COMMISSIONING (OCT 2021)	21
3.52	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)	21
3.53	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)	21
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES</b>		<b>23</b>
4.01	SCHEDULE FOR COMPLETION OF SPACE (OCT 2022)	23
4.02	CONSTRUCTION DOCUMENTS (OCT 2022)	23
4.03	INTENTIONALLY DELETED	24
4.04	INTENTIONALLY DELETED	24
4.05	GREEN LEASE SUBMITTALS (OCT 2021)	24
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2022)	24
4.07	PROGRESS REPORTS (OCT 2020)	24
4.08	CONSTRUCTION INSPECTIONS (SEP 2015)	24
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)	25
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)	25
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)	25
4.12	AS-BUILT DRAWINGS (OCT 2021)	25
4.13	INTENTIONALLY DELETED	25
4.14	INTENTIONALLY DELETED	25
4.15	LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2022)	25
4.16	GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2022)	26
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS</b>		<b>27</b>
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	27
5.02	INTENTIONALLY DELETED	27
5.03	FINISH SELECTIONS (SEP 2015)	27
5.04	WINDOW COVERINGS (JUN 2012)	27
5.05	DOORS: SUITE ENTRY (OCT 2022)	27
5.06	DOORS: INTERIOR (OCT 2022)	27
5.07	DOORS: HARDWARE (SEP 2013)	27
5.08	DOORS: IDENTIFICATION (JUN 2012)	27
5.09	PARTITIONS: SUBDIVIDING (OCT 2022)	27
5.10	WALL FINISHES (OCT 2019)	28
5.11	PAINTING – TI (OCT 2022)	28
5.12	FLOOR COVERINGS AND PERIMETERS (OCT 2022)	28
5.13	HEATING AND AIR CONDITIONING (JUN 2012)	29
5.14	ELECTRICAL: DISTRIBUTION (SEP 2015)	29
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	29
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	29
5.17	DATA DISTRIBUTION (OCT 2020)	29
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)	29
5.19	LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)	30
5.20	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	30
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>		<b>31</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022)	31
6.02	UTILITIES (OCT 2022)	31
6.03	INTENTIONALLY DELETED	31
6.04	INTENTIONALLY DELETED	31
6.05	HEATING AND AIR CONDITIONING (OCT 2022)	31
6.06	OVERTIME HVAC USAGE (OCT 2020)	31
6.07	JANITORIAL SERVICES (OCT 2021)	31
6.08	SELECTION OF CLEANING PRODUCTS (OCT 2022)	32
6.09	SELECTION OF PAPER PRODUCTS (OCT 2022)	32
6.10	SNOW REMOVAL (OCT 2020)	32
6.11	MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)	32
6.12	MAINTENANCE OF PROVIDED FINISHES (OCT 2016)	33
6.13	ASBESTOS ABATEMENT (OCT 2021)	33
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	33
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)	33
6.16	SCHEDULE OF PERIODIC SERVICES (OCT 2020)	34
6.17	LANDSCAPING (OCT 2022)	34

6.18	LANDSCAPE MAINTENANCE (APR 2011)	34
6.19	RECYCLING (OCT 2021)	34
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	34
6.21	INTENTIONALLY DELETED	34
6.22	INDOOR AIR QUALITY (OCT 2019)	34
6.23	RADON IN AIR (OCT 2016)	35
6.24	RADON IN WATER (JUN 2012)	35
6.25	HAZARDOUS MATERIALS (SEP 2013)	35
6.26	MOLD (OCT 2021)	35
6.27	OCCUPANT EMERGENCY PLANS (OCT 2020)	36
6.28	FLAG DISPLAY (OCT 2016)	36
<b>SECTION 7 ADDITIONAL TERMS AND CONDITIONS</b>		<b>37</b>
7.01	SECURITY REQUIREMENTS (OCT 2021)	37
7.02	MODIFIED LEASE PARAGRAPHS (OCT 2016)	37
7.03	INTENTIONALLY DELETED	37
7.04	INTENTIONALLY DELETED	37
7.05	INTENTIONALLY DELETED	37
7.06	INTENTIONALLY DELETED	37
7.07	FAR 52.204-07 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)	37

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

**1.01 THE PREMISES (OCT 2022)**

The Premises are described as follows:

- A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **XX** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. INTENTIONALLY DELETED

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

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

- A. Parking: **XX** parking spaces as depicted on the plan attached hereto as Exhibit **XX**, reserved for the exclusive use of the Government for government vehicles and visitors, of which shall be surface/outside parking spaces. **XX** parking spaces to be provided for government vehicles and **XX** parking spaces to be provided for visitors. In addition, the Lessor shall provide **XX** additional non-reserved spaces for employee parking, either on-site or no more than a one-quarter (1/4) mile from the Leased Premises.
- B. INTENTIONALLY DELETED

**1.03 RENT AND OTHER CONSIDERATION (OCT 2022)**

A. The Government shall pay the Lessor annual rent for General Purpose space, and the Space utilized in cooperation with State and local governments or their instrumentalities (extension services) where the cooperating State or local government occupies Special Purpose space shall pay a portion of the rent to the lessor, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS <sup>2</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$ XXX,XXX.XX	\$0.00
<b>TOTAL ANNUAL RENT<sup>4</sup></b>	<b>\$XXX,XXX.XX</b>	<b>\$XXX,XXX.XX</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$**XX** per RSF multiplied by the RSF stated under Paragraph 1.01  
 (Non Firm Term) \$**XX** per RSF multiplied by the RSF stated under Paragraph 1.01  
<sup>2</sup>Operating Costs rent calculation: \$**XX** per RSF multiplied by the RSF stated under Paragraph 1.01  
<sup>3</sup>Tenant Improvements of \$**XX** are amortized at a rate of **X** percent per annum over **XX** years.  
<sup>4</sup>Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **XX** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- F. INTENTIONALLY DELETED
- G. INTENTIONALLY DELETED
- H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.
- I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.
- J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  - 1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. INTENTIONALLY DELETED

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (OCT 2016)**

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **120** days' 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. No rental shall accrue after the effective date of termination.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2022)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		
PARKING PLAN(S)		
AGENCY REQUIREMENTS		
USDA OCIO-IT REQUIREMENTS		
SECURITY REQUIREMENTS		
USDA FACILITY SIGNAGE GUIDE		
GSA FORM 3517B GENERAL CLAUSES		
TENANT IMPROVEMENT COST SUMMARY (TICS) AND SHELL VS TI WORKSHEET		
SMALL BUSINESS SUBCONTRACTING PLAN		
DOL Wage Determination		
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) <b>X</b>		

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

A. The Lessor has agreed to total TI pricing of **\$XX,XXX** based on the Agency's Requirements and design schematic included in Exhibit **X**. This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of **X** percent per year.

B. INTENTIONALLY DELETED

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

A. INTENTIONALLY DELETED

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

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 INTENTIONALLY DELETED**

**1.12 INTENTIONALLY DELETED**

**1.13 INTENTIONALLY DELETED**

**1.14 INTENTIONALLY DELETED**

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

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

**1.16 INTENTIONALLY DELETED**

**1.17 INTENTIONALLY DELETED**

**1.18 BUILDING IMPROVEMENTS (MAR 2016)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

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

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

**1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)**

Lessor's Unique Entity Identifier (UEI)

UEI: ~~XXXXXXXXXXXX~~

---

## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

---

### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022)

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

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. INTENTIONALLY DELETED
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. INTENTIONALLY DELETED
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Occupant Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$ .
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Occupant Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Occupant Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply. References to ABOA mean ANSI/BOMA Occupant Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

### 2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

### 2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2022)

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

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. The Lessor may be required to use the Government's project management system, as outlined in Lease paragraph entitled "Government Project Management System."

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

### 2.04 WAIVER OF RESTORATION (OCT 2021)

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:

A. waste, or,

B. damages, or restoration arising from or related to:

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

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

### 2.05 INTENTIONALLY DELETED

### 2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)

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

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

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

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

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that 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. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, 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 commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, 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. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

### 2.07 INTENTIONALLY DELETED

### 2.08 GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (DEVIATION) (SEP 2022)

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

B. If no rate reduction has been established in this lease, the rate will be reduced by that portion of the costs per ABOA square foot of operating expenses not required to maintain the space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

**2.09 INTENTIONALLY DELETED**

**2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **10** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

**2.11 INTENTIONALLY DELETED**

---

## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

---

### 3.01 LABOR STANDARDS (OCT 2022)

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

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

B. If the Lease is subject to the requirements under sub-paragraph A above, then the following clauses shall apply for the duration of the Lease:

- 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026
- 52.222-62 Paid Sick Leave Under Executive Order 13706.

### 3.02 WORK PERFORMANCE (JUN 2012)

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

### 3.03 INTENTIONALLY DELETED

### 3.04 CONSTRUCTION WASTER MANAGEMENT (OCT 2021)

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

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

### 3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

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

C. INTENTIONALLY DELETED

### 3.06 ADHESIVES AND SEALANTS (OCT 2022)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>.

### 3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

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

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

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

### 3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (OCT 2022)

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

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

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

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

### 3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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

### 3.10 VESTIBULES (OCT 2020)

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

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

### 3.11 MEANS OF EGRESS (MAY 2015)

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

- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)

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

### 3.13 FIRE ALARM SYSTEM (SEP 2013)

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

### 3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

#### A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
  - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
  - b.
    - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
    - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
      - (i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
      - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

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

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

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

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

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: [HTTP://WWW.EPA.GOV/GREENINGEPA/](http://www.epa.gov/greeningepa)

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

### 3.15 INTENTIONALLY DELETED

### 3.16 BUILDING DIRECTORY (OCT 2021)

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

### 3.17 FLAGPOLE (SEP 2013)

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

### 3.18 DEMOLITION (JUN 2012)

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

### 3.19 ACCESSIBILITY (FEB 2007)

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

### 3.20 CEILINGS (OCT 2022)

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

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

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

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

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

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria as outlined under the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

### 3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

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

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

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

### 3.22 DOORS: IDENTIFICATION (APR 2011)

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

### 3.23 WINDOWS (OCT 2020)

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

B. All exterior window assemblies shall be weather resistant and water tight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be operable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

### 3.24 PARTITIONS: GENERAL (OCT 2022)

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

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

### 3.25 PARTITIONS: PERMANENT (OCT 2022)

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

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

### 3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2022)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.
- F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria as outlined in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>.

### **3.27 WALL FINISHES – SHELL (SEP 2015)**

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

### **3.28 PAINTING – SHELL (OCT 2022)**

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.
- C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria as outlined in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>.

### **3.29 FLOORS AND FLOOR LOAD (OCT 2019)**

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

### **3.30 FLOOR COVERING AND PERIMETERS – SHELL (OCT 2022)**

- A. Exposed interior floors in primary entrances and lobbies shall be durable, non-slip material. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade durable, non-slip material. Resilient non-static flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Durable, non-slip flooring shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.
- E. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

### **3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

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

### **3.32 BUILDING SYSTEMS (APR 2011)**

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

### **3.33 ELECTRICAL (OCT 2019)**

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are

required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.34 INTENTIONALLY DELETED**

**3.35 PLUMBING (JUN 2012)**

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

**3.36 DRINKING FOUNTAINS (OCT 2018)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions. At least one of the required drinking fountains must be outfitted with a water bottle filling station, which is the Lessor's responsibility to provide, operate and maintain.

**3.37 RESTROOMS (OCT 2022)**

A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

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

B. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.

C. Each restroom shall have water closets enclosed with stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms.

D. Restrooms must meet ABAAS requirements as stated under this Lease.

E. Each main restroom shall contain the following:

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

**3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2022)**

- A. For leases 10,000 RSF or greater, the specifications listed below apply to:
1. New installations of plumbing fixtures,
  2. Replacement of existing plumbing fixtures, or
  3. Existing non-conforming fixtures where the Government occupies the full floor.
- B. Water closets must conform to EPA WaterSense or, alternatively, fixtures with equivalent flush volumes and performance requirements must be utilized.
- C. Urinals must conform to EPA WaterSense or, alternatively, fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- D. Lavatory faucets must have a flow rate of 0.5 gallons per minute or less.
- E. Pantry kitchen faucets must have a flow rate of 1.8 gallons per minute or less.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

### 3.39 JANITOR CLOSETS (SEP 2015)

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

### 3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2022)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.
- F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. The Lessor must track the type of refrigerant used in chillers and HVAC systems, and the date that the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.
- 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 ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Where practicable, the Lessor is encouraged to use a MERV 13 air filter or the highest-level filter that is compatible with the HVAC system. 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. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- I. INTENTIONALLY DELETED

### 3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

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

3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

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

### 3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

### 3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2022)

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

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

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

C. POWER DENSITY:

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

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

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

F. BUILDING PERIMETER:

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

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

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

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels by a minimum of 50% during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

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

J. VIDEO SURVEILLANCE SYSTEM (VSS): If VSS is required, lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

K. LIGHTING CONTROL: All lighting controls and programming for indoor and outdoor lighting shall comply with local energy codes.

### 3.44 ACOUSTICAL REQUIREMENTS (OCT 2022)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.80. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.80.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices; NC 20 in conference and teleconference rooms; NC 40 in corridors, cafeterias, lobbies, restrooms, and other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

1. Conference Rooms: NIC 45
2. Teleconference Rooms: NIC 48
3. Private Offices: NIC 35 when sound masking is provided; NIC 40 if sound masking is not provided.

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

### 3.45 INTENTIONALLY DELETED

### 3.46 INTENTIONALLY DELETED

### 3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)

A. The new Building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems* (current as of the Lease Award Date).

B. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.

C. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The Building is 2 or more stories in height above the level of exit discharge.
2. The total calculated occupant load of the Building is 300 or more occupants.
3. The Building is subject to 100 or more occupants above or below the level of exit discharge.

The emergency voice/alarm communication system shall be designed and installed to meet the requirements of NFPA 72 (current as of the Lease Award Date).

### 3.48 INTENTIONALLY DELETED

### 3.49 INTENTIONALLY DELETED

### 3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)

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

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

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. For leases 10,000 RSF or greater:
  - i. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

- ii. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
  - iii. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.
  - iv. The Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.
2. For leases less than 10,000 RSF, the Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

### 3.51 SYSTEMS COMMISSIONING (OCT 2021)

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

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

#### A. Environmental Due Diligence

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

#### B. National Environmental Policy Act

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

### 3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

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

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

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

---

## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

---

### 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2022)

Construction activities for the Space shall commence upon Lease award.

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

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

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to USDA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **45** Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (USDA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. These meetings may be held either in person or virtually, at the discretion of the Government. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within **10** Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

1. Level 1 (included in Shell rent):
  - a. Cover Sheet;
  - b. Demolition Plan (if applicable);
  - c. Construction (Partition) Plan;
  - d. Power/Communication (Electrical) Plan;
  - e. Furniture Plan; and
  - f. Finish Plan.

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

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **30** Working Days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify USDA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **7** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **20** Working Days to review CDs prior to issuing a Notice to Proceed (NTP). At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. INTENTIONALLY DELETED

G. INTENTIONALLY DELETED

H. INTENTIONALLY DELETED

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **120** Working days following issuance of NTP.

### 4.02 CONSTRUCTION DOCUMENTS (OCT 2022)

As required by LCO, the Lessor's CDs shall include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also

clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

#### 4.03 INTENTIONALLY DELETED

#### 4.04 INTENTIONALLY DELETED

#### 4.05 GREEN LEASE SUBMITTALS (OCT 2021)

The Lessor shall submit to the LCO:

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

B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

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

D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

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

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

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

F. Submittal requirements as may be required by the "Construction Waste Management" paragraph in the Lease.

G. Recycling service plan as may be required by the "Recycling" paragraph in the Lease.

H. Signed statement as may be required by the "Indoor Air Quality During Construction" paragraph in the Lease.

I. Written commissioning plan as may be required by the "Systems Commissioning" paragraph in the Lease.

J. INTENTIONALLY DELETED

K. INTENTIONALLY DELETED

L. INTENTIONALLY DELETED

#### 4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2022)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **14** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **14** Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have subcontractor representatives including its architects, engineers, general contractor and subcontractors representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

#### 4.07 PROGRESS REPORTS (OCT 2020)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **7** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings.

#### 4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

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

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

**4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)**

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

**4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)**

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

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

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

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

E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

**4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

**4.12 AS-BUILT DRAWINGS (OCT 2021)**

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. .

**4.13 INTENTIONALLY DELETED**

**4.14 INTENTIONALLY DELETED**

**4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2022)**

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

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees, including sales tax and construction permits associated with TI build-out.
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other subcontractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;

4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

**4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2022)**

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

---

## SECTION 5 TENANT IMPROVEMENT COMPONENTS

---

### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

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

### 5.02 INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015)

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

### 5.04 WINDOW COVERINGS (JUN 2012)

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

B. INTENTIONALLY DELETED

### 5.05 DOORS: SUITE ENTRY (OCT 2022)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria as outlined in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>.

### 5.06 DOORS: INTERIOR (OCT 2022)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria as outlined in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT/>.

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

### 5.08 DOORS: IDENTIFICATION (JUN 2012)

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

### 5.09 PARTITIONS: SUBDIVIDING (OCT 2022)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criteria (NIC) of no less than 35. The Government reserves the right to independently test these levels.

- B. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- C. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- D. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- E. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.
- F. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT>. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

#### 5.10 WALL FINISHES (OCT 2019)

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

- A. Commercial grade, weighing not less than 13 ounces per square yard.
- B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

#### 5.11 PAINTING – TI (OCT 2022)

- A. Prior to acceptance, all surfaces within the Space which are designated by USDA for painting shall be newly finished in colors and type of paint acceptable to the Government.
- B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation at <HTTPS://SFTOOL.GOV/GREENPROCUREMENT> and the [PAINT SECTION](#).

#### 5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2022)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

#### D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation. See the sections on [CARPET](#), [FLOOR COVERINGS \(NON-CARPET\)](#), and [FLOOR TILES](#). The Lessor shall use product with Environmental Product Declarations (EPDs) to the maximum extent practicable.
2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
3. Performance requirements for broadloom and modular tile:
  - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
  - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
  - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
  - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

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

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

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

### 5.13 HEATING AND AIR CONDITIONING (JUN 2012)

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

### 5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

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

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

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

### 5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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

### 5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

### 5.17 DATA DISTRIBUTION (OCT 2020)

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

### 5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)

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

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

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

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

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

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

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

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

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

**5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

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

---

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

---

### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022)

A. The Government's normal hours of operations are established as **6:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and subcontractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES (OCT 2022)

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

B. The Building operating plan shall conform with the 2021 International Energy Conservation Code (IECC) and the 2019 ASHRAE Standard 90.1. These standards specify energy conservation requirements for mechanical systems, building envelope efficiency, insulation, and lighting. More information on this Department of Energy rule can be found at: <HTTPS://WWW.ENERGY.GOV/>.

### 6.03 INTENTIONALLY DELETED

### 6.04 INTENTIONALLY DELETED

### 6.05 HEATING AND AIR CONDITIONING (OCT 2022)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

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

F. **Approximately 100** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained at **65 to 75** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

### G. INTENTIONALLY DELETED

H. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

### 6.06 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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

### 6.07 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at [HTTPS://WWW.EPA.GOV/IPM/INTRODUCTION-INTEGRATED-PEST-MANAGEMENT](https://www.epa.gov/ipm/introduction-integrated-pest-management).

**6.08 SELECTION OF CLEANING PRODUCTS (OCT 2022)**

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0).

**6.09 SELECTION OF CLEANING PRODUCTS (OCT 2022)**

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0).

**6.10 SNOW REMOVAL (OCT 2020)**

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

**6.11 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)**

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

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

## 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

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

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **7** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

## B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
  - a. Backing or underlayment is exposed;
  - b. There are noticeable variations in surface color or texture;
  - c. It has curls, upturned edges, or other noticeable variations in texture;
  - d. Tiles are loose; or,
  - e. Tears or tripping hazards are present.
2. INTENTIONALLY DELETED
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

## 6.13 ASBESTOS ABATEMENT (OCT 2021)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance is achieved.

## 6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

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

The Lessor is required to respond to all requests for service within 24 hours of the request being made. If the service request is an emergency, the Lessor is required to provide immediate resolution, or evidence of immediate working toward resolution. Routine, non-emergency service requests shall be resolved, or evidence of working toward resolution, within 72 hours of the request being made. The Government encourages the Lessor to implement a service call management system or software. The costs to provide service call responses and any system or software shall be included in the Lessor's operations and maintenance.

## 6.15 Identity Verification of Personnel (OCT 2022)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with USDA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

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

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

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

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) and subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.

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

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

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

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

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

#### **6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)**

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### **6.17 LANDSCAPING (OCT 2022)**

A. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, the Lessor shall use landscaping products that meet applicable, statutory, environmentally preferable criteria related to recycled content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL/GREENPROCUREMENT](https://sftool.greenprocurement.gov) and the LANDSCAPING PRODUCTS SECTION.

B. Landscape management practices shall prevent pollution by:

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

C. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, where technically feasible, cost-effective, and permitted by local laws and regulations, the Lessor shall utilize alternative sources of water for outdoor use, such as harvested water, treated wastewater, air handler condensate capture, gray water, or reclaimed water.

D. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, if the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

#### **6.18 LANDSCAPE MAINTENANCE (APR 2011)**

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

#### **6.19 RECYCLING (OCT 2021)**

A. For Leases 10,000 rentable SF or greater, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

D. For leases 10,000 rentable SF or greater, the Lessor shall submit a Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.

#### **6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

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

#### **6.21 INTENTIONALLY DELETED**

#### **6.22 INDOOR AIR QUALITY (OCT 2019)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

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

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

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet USDA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor 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 ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in USDA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

#### **6.23 RADON IN AIR (OCT 2016)**

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

#### **6.24 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

#### **6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

#### **6.26 MOLD (OCT 2021)**

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 sub-paragraph C below.

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

C. Within 48 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an

environmental consultant experienced in mold assessment. The Lessor shall promptly furnish the mold report to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IIICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

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

**6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)**

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

**6.28 FLAG DISPLAY (OCT 2016)**

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

---

## 7 ADDITIONAL TERMS AND CONDITIONS

---

### 7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level I attached to this Lease.

### 7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)
- 1.03 RENT AND OTHER CONSIDERATION (OCT 2021)
- 1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2021)
- 2.09 OPERATING COST ADJUSTMENTS (JUNE 2012)
- 3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)
- 3.36 DRINKING FOUNTAINS (OCT 2018)
- 6.14 ONSITE LESSOR MANAGEMENT (APR 2011)
- 6.22 INDOOR AIR QUALITY (OCT 2019)

### 7.03 INTENTIONALLY DELETED

### 7.04 INTENTIONALLY DELETED

### 7.05 INTENTIONALLY DELETED

### 7.06 INTENTIONALLY DELETED

### 7.07 FAR 52.204-07 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

- (i) Of that equipment; or
- (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

- (b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum

M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

- (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

# Agency Specific Requirements

## Solicitation Number: 57-10005-22-FA

### (Sussex County, Georgetown, DE)

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements. To the extent the contents of these ASRs conflict with the contents of the Lease, the more stringent requirement shall apply.

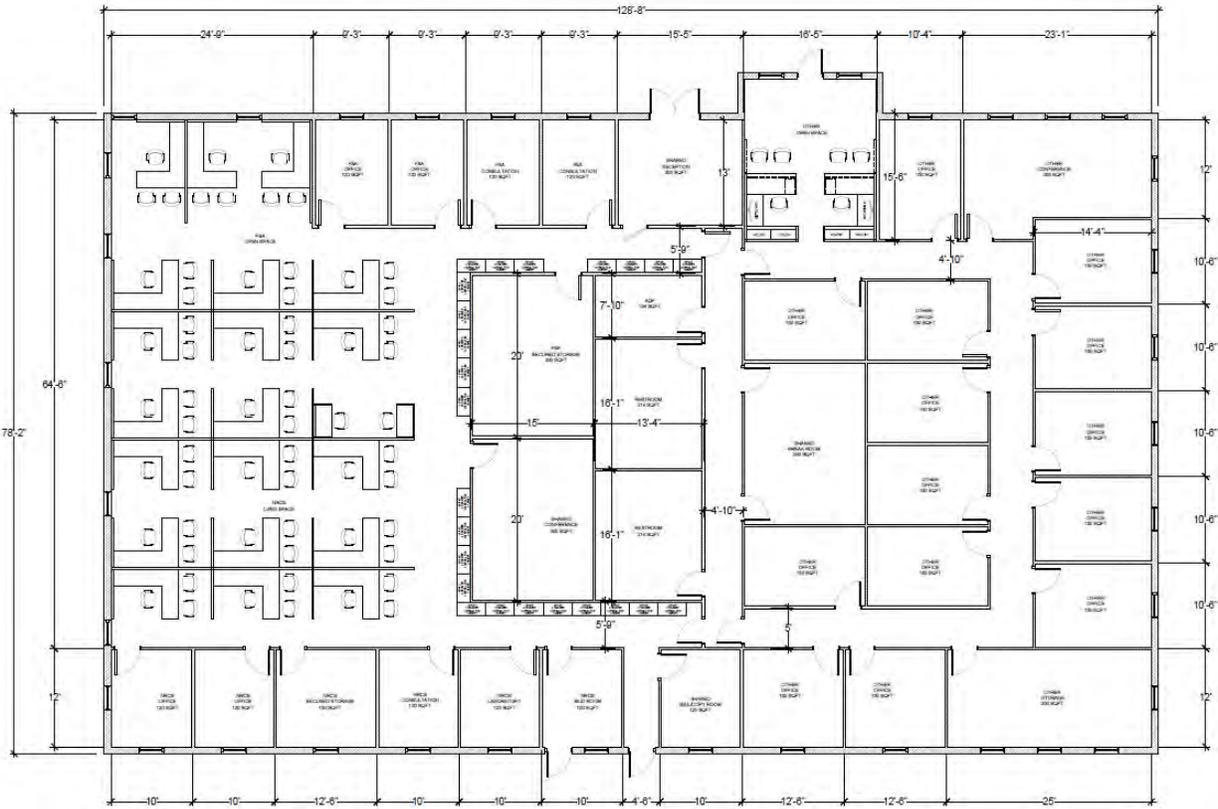
#### A. ROOM SCHEDULE

The following spaces in these approximate sizes shall be provided by the Lessor.

TOTAL USDA PERSONNEL:	12	13	0	0	0	16	41
	FSA	NRCS	RD	CEC	FBC	OTHER-SWCD	
<b>SPACE TYPE-SEATS</b>							<b>SQUARE FOOTAGE NEEDED</b>
4 USDA PRIVATE OFFICES (120 sf each +/-) FSA (2) NRCS (2)	240	240	0	0	0	0	480
14 OTHER-SWCD PRIVATE OFFICES (150 SF each)	0	0	0	0	0	2100	2100
OPEN OFFICE (22 work stations at 78 sq. ft. each) FSA (9) NRCS (11) OTHER-SWCD (2)	702	858	0	0	0	156	1716
OPEN OFFICE (2 touch-down stations at 24 sq. ft. each) FSA (1) NRCS(1)	24	24	0	0	0	0	48
<b>SPACE TYPE-SHARED</b>							<b>SQUARE FOOTAGE NEEDED</b>
CONFERENCE ROOM	144	156	0	0	0	0	300
BREAK ROOM	144	156	0	0	0	0	300
RECEPTION AREA	96	104	0	0	0	0	200
MAIL/COPY AREA	58	62	0	0	0	0	120
ADP ROOM	48	52	0	0	0	0	100
<b>SPACE TYPE-INDIVIDUAL</b>							<b>SQUARE FOOTAGE NEEDED</b>
CONSULTATION/HUDDLE ROOM (120 sf each) FSA (2) NRCS (1)	240	120	0	0	0	0	360
MUD ROOM	0	120	0	0	0	0	120
LAB	0	120	0	0	0	0	120
SECURED STORAGE	300	150	0	0	0	300	750
CONFERENCE ROOM	0	0	0	0	0	300	300
RECEPTION AREA	0	0	0	0	0	50	50
Circulation Area (CA; sq ft)	798	865	0	0	0	1063	2726
<b>MINIMUM ABOA (Space Used by USDA Only):</b>							<b>9790</b>
<b>MAXIMUM ABOA (Space Used by USDA Only):</b>							<b>10279</b>
<b>MAXIMUM RSF (Rentable Square Footage includes common areas such as restrooms, utility rooms, vestibules, and other space shared with non-USDA tenants):</b>							<b>NTE 12,335</b>
Government Vehicle Reserved Parking Needed:							6
Employee/Customer Unreserved Parking Needed:							63

**\*\*3,968-4,166 ABOA and 4,791 RSF will be used as Special Purpose Space.**

The conceptual design below is a rough representation of the layout needed for this Space. It depicts USDA's preferred adjacencies and general locations for different space functions. The conceptual design may not align with the ABOA SF and RSF described in A. above and should not be relied upon by the Lessor for space measurement purposes. The Lessor is responsible for using the room schedule above and this layout to adapt the Government's requirements to the Space. Specific questions regarding the layout should be directed to the Lease Contracting Officer for resolution. The Government shall not be responsible for errors, omissions, or assumptions made by the Lessor in the adaption of the Government's requirements or conceptual design to the Lessor's Space.



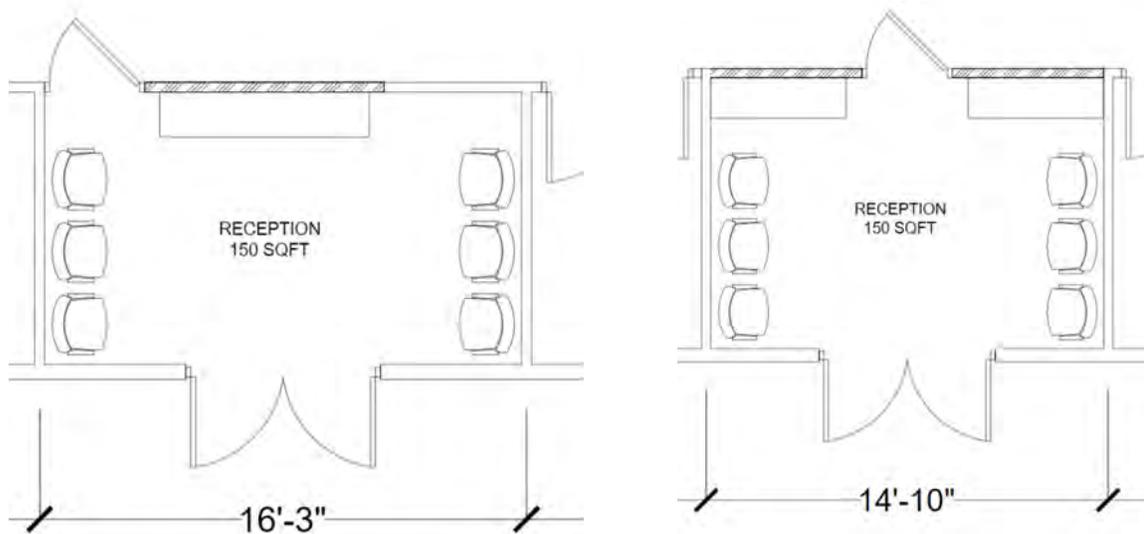
DE-GEORGETOWN-SUSSEX COUNTY OFFICE DESIGN  
TOTAL: 10146 SQFT (INCLUDED EXTERIOR WALLS)  
NOTE: ALL ROOMS SQFT ARE MEASURED BY CENTER LINE. EXTERIOR WALL IS 10". INTERIOR WALLS ARE 4". WORKSTATION IS 78 SQFT AND TOUCHDOWN IS 24 SQFT.

## B. ROOM DESCRIPTIONS

**Lobby/Reception Area** – The lobby area is designed for customers to enter, check in, and wait to be seen by USDA staff.

1. Electrical outlets according to local code.
2. Flooring, wall coverings, and window coverings according to Lease.
3. See Physical Security requirements below for additional information.

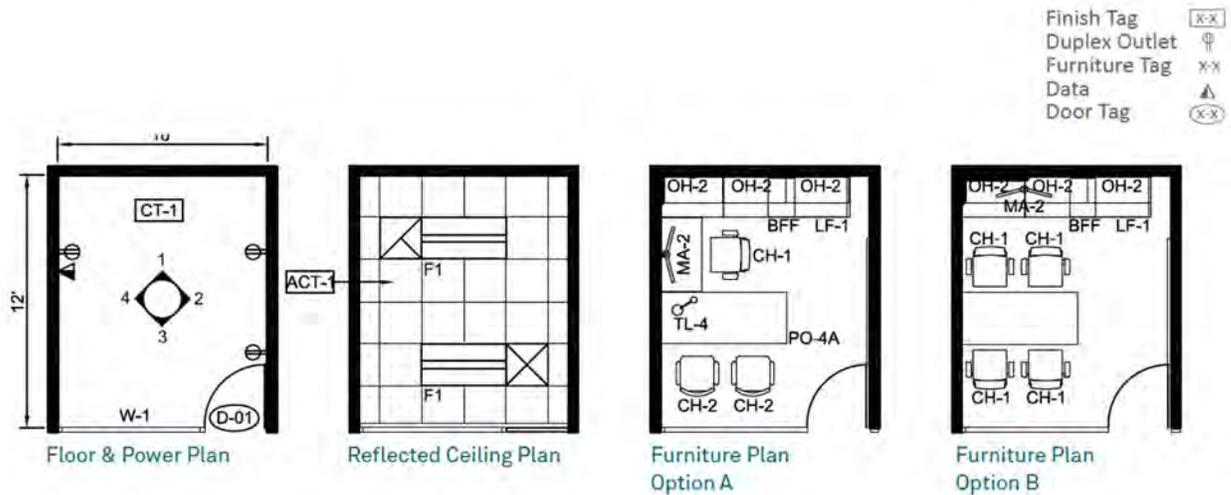
Design Examples:



**Private Offices**- Private offices shall be designed to accommodate (1) one individual seated at a desk, with space for (2) two additional guests. These spaces are to be utilized by individuals who require acoustic and visual privacy for meetings and phone calls or tele/video conferencing. Interior glass window with blinds to provide visibility to the open office and allow daylight to penetrate through.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of three (3) double electrical outlets or local code.
3. Two (2) telecommunication outlet.
4. Three (3) coat hooks on the wall next to the door.
5. Flooring, wall coverings, and window coverings according to Lease.

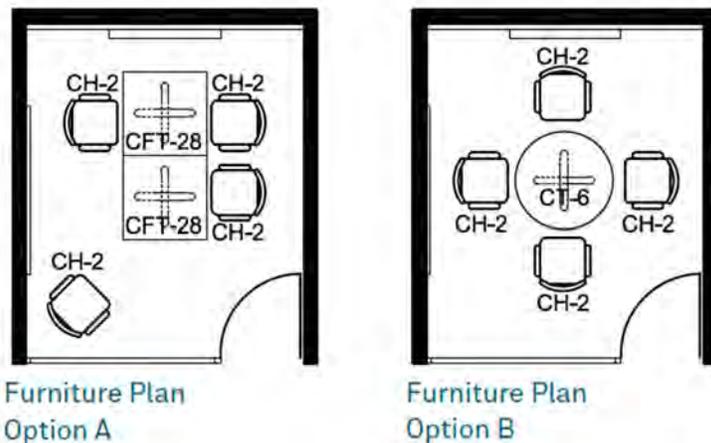
Design Example:



**Consult Room** – Consult rooms shall be designed to seat up to 4 individuals for hosting small meetings, phone calls, tele/video conferencing, or for individual working. Locate adjacent to workstation clusters and in close proximity to enclosed offices. When possible, provide access to natural daylight. Interior glass window with blinds to provide visibility to the open office and allow daylight to penetrate through. Provide film at seated height for partial privacy.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of five (5) double electrical outlets or local code.
3. Two (2) telecommunication outlet.
4. Three (3) coat hooks on the wall next to the door.
5. Flooring, wall coverings, and window coverings according to Lease.

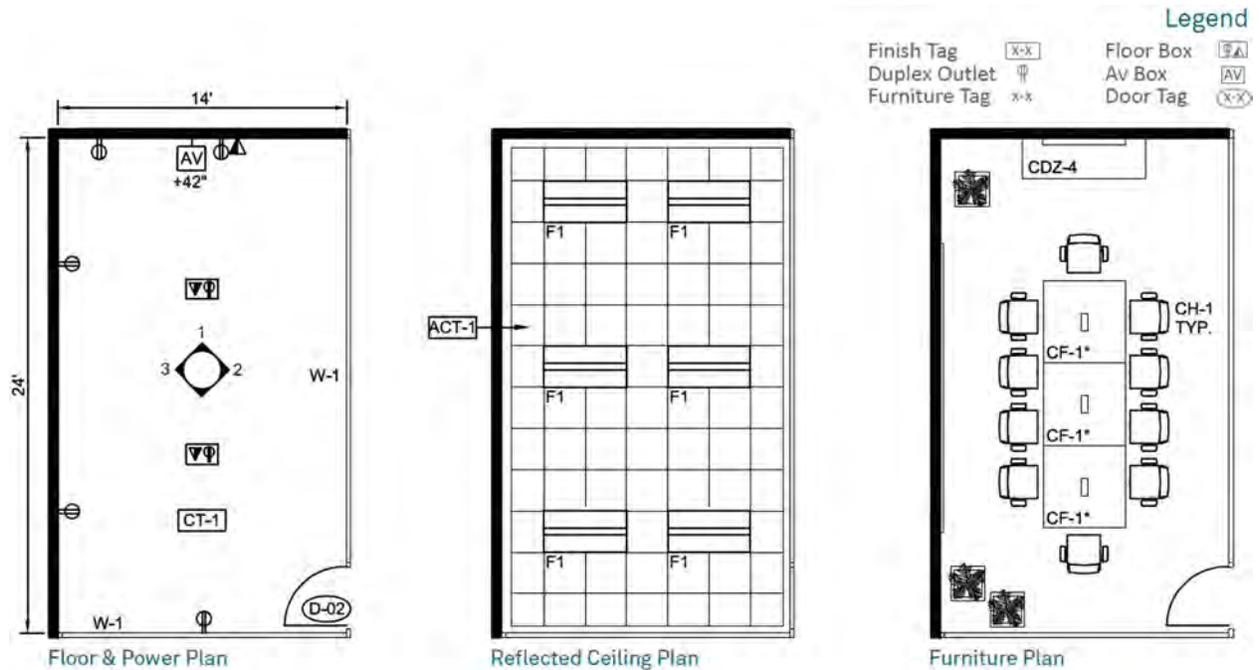
Design Example:



**Conference Room** - Meeting rooms for 10-12 people for large meetings, tele/video-conferencing, as well as presentations. Locate centrally within the office and adjacent to the reception/service desk in order to provide immediate access for invited guests. Ideally, locate close to the break area for convenience for invited guests. Consider locating doors off of the open office area for acoustic privacy. Provide access to daylight when possible.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of five (5) double electrical outlets or local code.
3. One (1) or Two (2) telecommunication floor boxes.
4. Lessor to provide data jack and audio-visual (A/V) connection for installation of a wall mounted television to use for presentations. Lessor is responsible for maintenance of connections/wiring and data jack, but television is the property of USDA and is to be installed and maintained by USDA.
5. Six (6) coat hooks on the wall next to the door.
6. Flooring, wall coverings, and window coverings according to Lease.

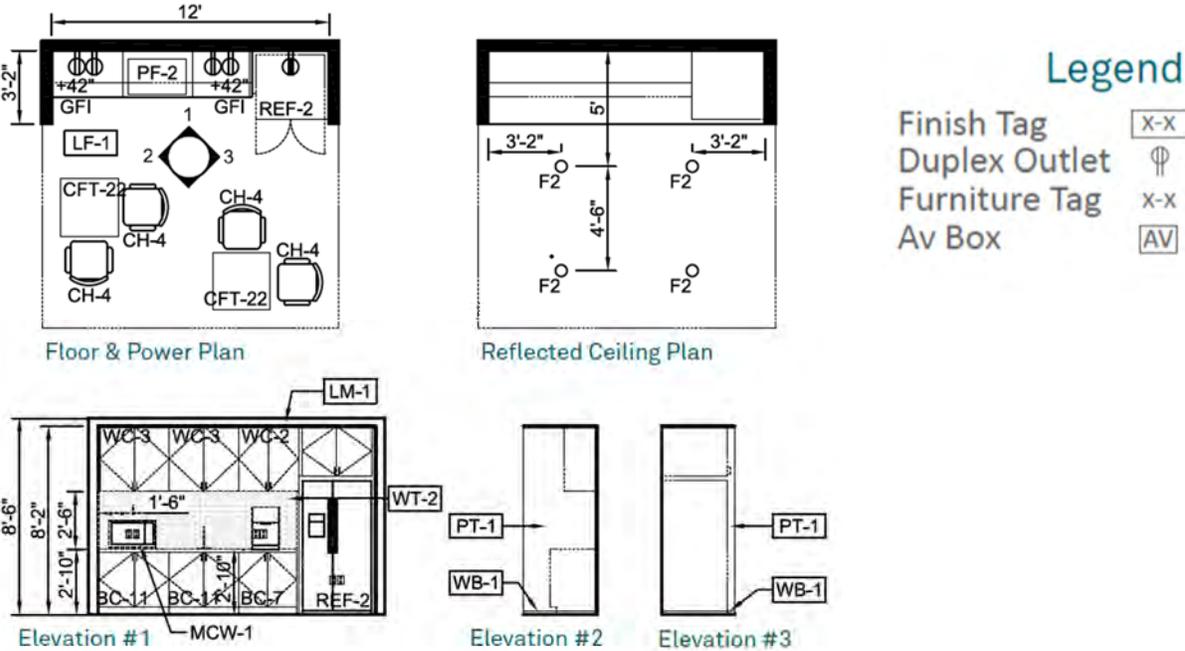
Design Example



**Break Room** - An enclosed or semi-enclosed space to serve as a destination for refreshment. The space is provisioned to support food preparation and storage, coffee machines and recycle bins. Depending on size of office this may be an area for socialization, so seating area should be provided. Locate adjacent to conference room. Some enclosure is necessary to reduce transmission of noise and smells into the workplace.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of four (4) double electrical outlets or local code, in addition to the outlets required for refrigerator/freezer and microwave. Outlets provided at counter per local code.
3. Six (6) coat hooks on the wall next to the door.
4. Flooring, wall coverings, and window coverings according to Lease.
5. Lessor to provide and maintain, as part of operations and maintenance of the Premises, a breakroom refrigerator with freezer (at least 18 cu ft in size) and countertop microwave oven. The Lessor shall retain ownership of these items, and associated costs shall be included in Operating Expenses on the Form 1217.
6. Minimum of ten (10) feet of counter with base and overhead cabinets and double compartment sink.

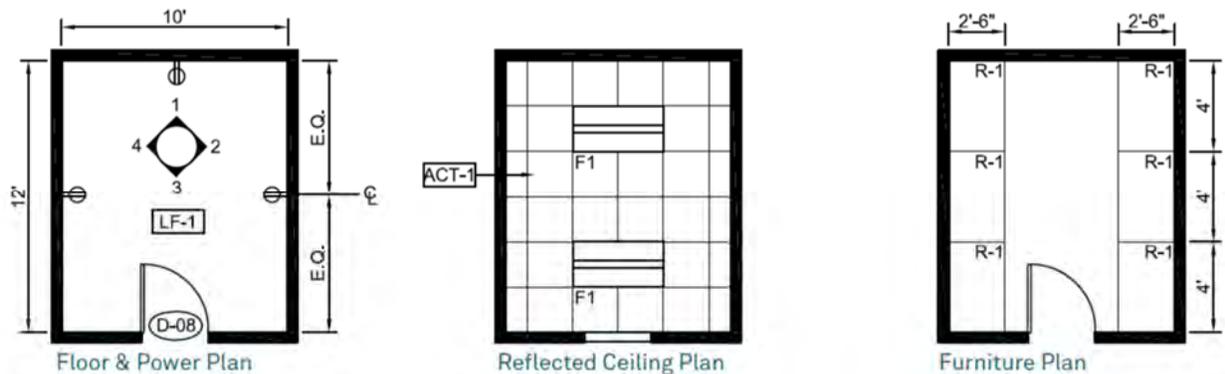
Design Example:



**Secure Storage** – This room is for equipment or other content that needs to be securely stored, but easily accessible within the office. Size and type of storage units will vary depending on content requirements.

1. Room shall not be accessible through the ceiling to prevent “up and over” access. Utilize slab-to-slab walls or installation of steel mesh to prevent intrusion.
2. Solid core door with door hinges installed inside the room. No windows or other openings.
3. Fire extinguisher required.
4. Sound Transmission Class rating as specified in Lease.
5. Greater of three (3) double electrical outlets or local code.
6. Flooring and wall coverings according to Lease.

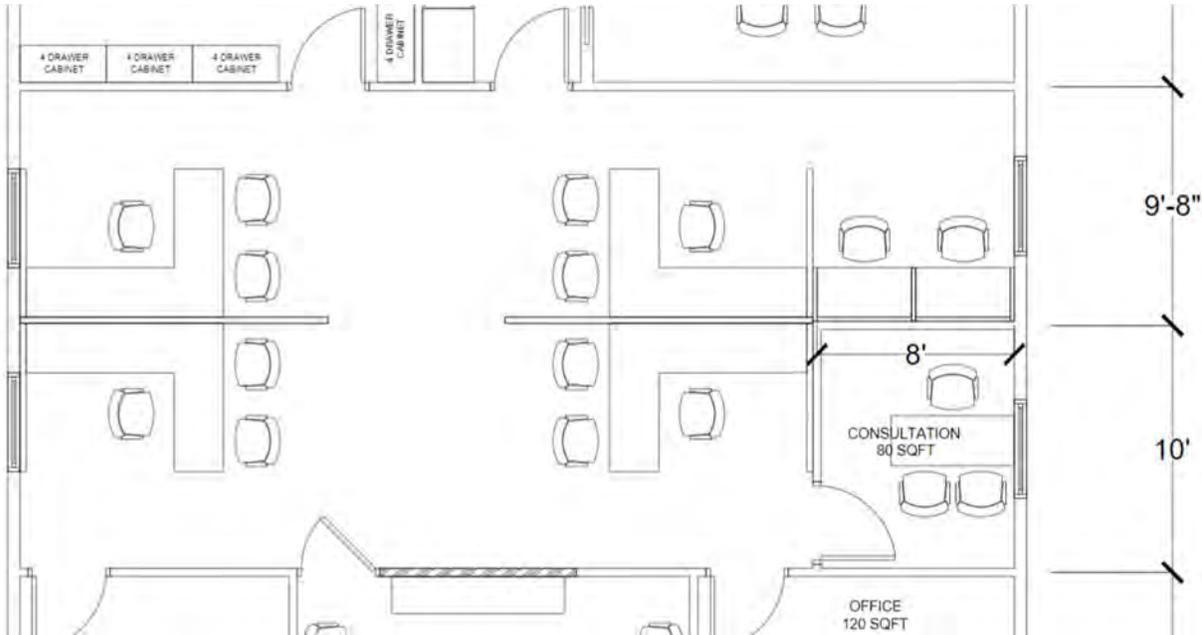
Design Example:



**Open Office** - A standard space for an individual to accomplish focused solo work and short-term collaborative work who spend most of their time at their desk. Individual workstations are provided in combination with easily accessible meeting spaces for group work and focus booths for concentration or private conversation. Place near floor perimeter to maximize access to natural light.

Generally, this is open space where systems (cubicle) furniture will be installed by USDA. Lessor must ensure electrical and data connections are available to hard wire the installed furniture, and Lessor is responsible for providing an electrician to undertake or assist with the furniture installation. Data and electrical can be provided via ceiling drops or wall connections.

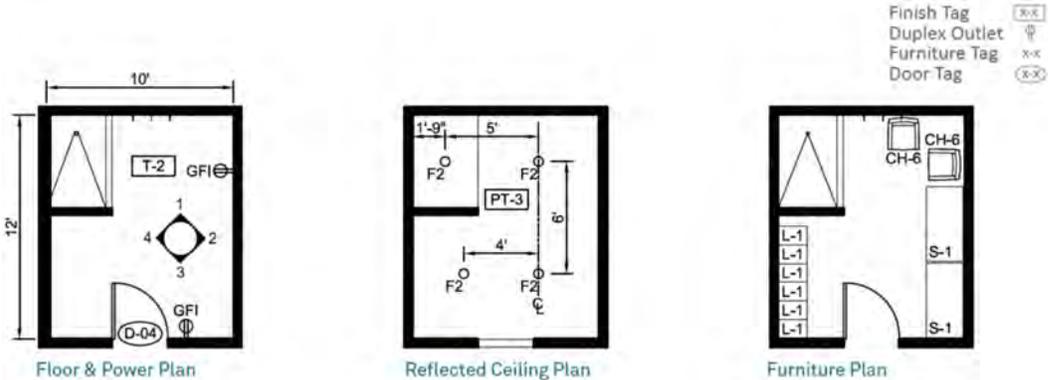
Design Example:



**Mud Room** - The Mud Room includes a shower area of approximately 120sf for cleaning and washing field equipment. The room should provide complete visual and acoustic privacy and shall be located away from open offices areas. Recommend locating adjacent to a point of entry, to limit path of travel through office. Locate near lavatories or existing plumbing.

1. Sound Transmission Class rating as specified in Lease.
2. Electrical outlets per local code.
3. Three (3) coat hooks on the wall next to the door.
4. Flooring, wall coverings, and window coverings according to Lease.

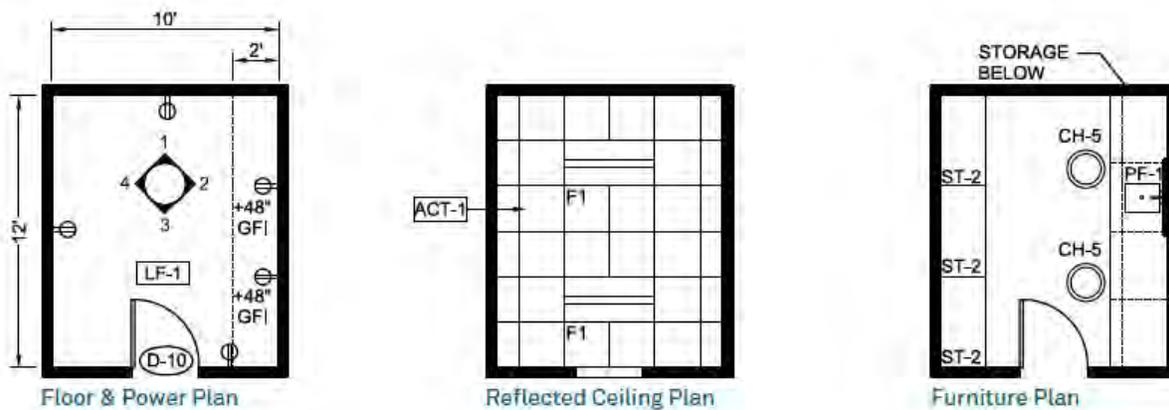
Design Example:



**Lab Room-** The lab room should be approximately 120 SF and located away from open office areas, near the core of the building. It should not have any openings or transparency looking into the open office area and should be acoustically separated from the rest of the office. It should come equip with a counter, cabinetry, and a microwave. Proper ventilation shall be provided.

1. Provide HVAC controls in the room.
2. Wall mounted power outlets shall be GFI and mounted at counter height as shown. Coordinate with height of counter.

Design Example:



**C. REQUIRED FEATURES NOT INCLUDED IN SHELL COSTS:** For all of these items, purchase and installation should be included in the Lessor's Tenant Improvement costs and ongoing maintenance should be an Operating Cost included on GSA Form 1217.

1. Lessor to install and maintain all Telecommunication Requirements (development of ADP Room, CAT wiring, etc.) as outline in Lease Exhibit G.
2. If the US Postal Service will not deliver and pick up mail from each USDA agency inside the Premises, then the Lessor is required to provide and maintain separate mailboxes for each USDA agency in the Premises. The mailboxes must be lockable and acceptable to both USDA and USPS. The incoming mailboxes must be of sufficient size to accept a single package of 9" wide x 11 1/2" deep x 12" high, or a separate common oversized mailbox of that minimum size must be provided. A separate outgoing mailbox capable of holding outgoing parcel of a minimum of 9" wide x 11 1/2" deep x 12" high must also be provided by Lessor. Location and design must be approved by LCO or designated representative.
3. Lessor to install and maintain a through-the-wall locking depository drop box. Drop box should be secure and provide the ability for receipt of documents from exterior of building without entering interior areas of the building. Location and design must be approved by LCO or designated representative.
4. Lessor to provide and maintain signage as outlined in USDA Facility Signage Guide as furnished by the Government.

- i. The monument sign must be such that the sign is visible from both directions of traffic.
  - ii. Sign locations and design must be approved by LCO or designated representative.
  - iii. Should the location of the leased Premises not be evident to customers parking in the parking lot, the Lessor shall install and maintain directional or wayfinding signage from the parking area to the Premises.
5. Lessor to Install and maintain fire extinguishers, smoke detectors, carbon monoxide detectors, and automated external defibrillator (AED).

**D. PHYSICAL SECURITY REQUIREMENTS:** In addition to the specifications set forth in Section 7.01 of the Lease, the Lessor is required to implement the following USDA-specific physical security features in the Premises. For all of these items, purchase and installation should be included in the Lessor's Tenant Improvement costs and ongoing maintenance should be an Operating Cost included on GSA Form 1217.

REQUIREMENT	DESCRIPTION
Hardened Public-Government Space Separation	<p>A Hardened Customer Service Counter or Service Window shall be installed to separate the public lobby area from employee workspace. It shall be designed in a way that customers cannot access USDA space (on the other side of the counter) unless permitted entry through a locked door.</p> <p>This counter must be a hardened barrier that requires employees to enter through a locked door to enter from the public side of the counter into USDA employee space. The door must have a lock and remain secured at all times. The counter shall be 42" to 48" high, but must also account for an Architectural Barriers Act Accessibility Standard (ABAAS) Compliance area.</p>
Entrance Door Chime	An entrance door chime shall be installed on the main/customer entrance to notify employees when a visitor enters the facility.
Intrusion Detection System (IDS) Coverage and Monitoring	The lessor shall design, install, and maintain an Intrusion Detection System (IDS) consisting of door contacts for all perimeter entry and exit doors to USDA space; magnetic contacts for operable ground floor windows, acoustic glass break detectors for glass doors, doors with glass windows, or ground level windows; passive infrared motion sensors (if needed); an alarm keypad (one needed per office suite); and an auto-dialer for alarms to annunciate to a monitoring service (i.e. DHS Alarm MegaCenter, local police station, or approved 3rd party monitoring service).
Duress/Panic Buttons	<p>All USDA Main Entrance/Reception areas shall have a duress/panic alarm installed. Additional duress/panic buttons shall be placed in areas where employees routinely service customers.</p> <p>These alarms shall be tied into the IDS system to ensure annunciation to a monitoring service (i.e. DHS Alarm MegaCenter, local police station, or approved 3rd party monitoring service).</p>

Main/Customer Entrance Emergency Lockdown	A locking device is required on the main/customer entrance that will easily allow for locking/unlocking the door in emergencies. To support an emergency lockdown, a thumb turn deadbolt shall be installed on the main entrance door so the door can be locked immediately in an emergency. Another acceptable option is installing an electronic lock that has an emergency lock-down button at the service counter.
Space Compartmentalization / False Ceiling	Any suspended (false) ceilings that lead into USDA-FPAC space from a wall in a common hallway or other tenants space must be secured in a manner that no individual can enter USDA space undetected or unmonitored by exploiting the gap above the false ceiling wall. The preferred method of securing the space is to install "slab to slab" walls that separate the USDA space from the rest of the facility
Perimeter Doors and Door Locks	<p>Perimeter doors to USDA space must be either glass storefront doors, metal high-security doors, or solid-core wood doors. Hollow core doors are not permissible.</p> <p>Door hinges must be located on the inside of the door (non-public side) or exposed door hinge pins must be permanently secured to prevent removal. Approved methods include tack welding or locking screws to hold pin in place.</p> <p>Perimeter door locks must be either electronic access control, high security cipher, or high-security mechanical locks, preferably with a dead-bolt. Cipher or electronic access locks are highly encouraged to avoid the need to issue keys.</p> <p>All exposed door locking mechanisms, except for deadbolts, must be covered by a door strike plate cover to prevent the mechanism from tampering.</p> <p>The lessor is required to rekey all door locks prior to USDA leasing the space and all keys must be accounted for on a sign-out log.</p>
Emergency Exit Doors	<p>Emergency exits doors shall include an automatic door closer and exit hardware that is compliant with applicable life safety codes and standards. All emergency exits doors shall have signage posted on the interior side of the door stating, "Emergency Exit Only". These doors shall not be used for employee or tenant convenience.</p> <p>A peephole shall be installed in the exit door, if an exterior window is not adjacent to the door or if it is not a glass door.</p> <p>Emergency Exit doors shall have no visible hardware on the exterior.</p>

REQUIREMENT	DESCRIPTION
Window Air-Conditioning (A/C) Unit Protection	If applicable, if window A/C units are installed, they must be secured with a lockable cage or window bars in a way that prevents the window unit from being pushed in or removed.

<p>Protection of Exterior Gas Mains or Propane Tanks Adjacent to Premises</p>	<p>If applicable, exposed gas mains or propane tanks near a facility façade or in a parking lot must have bollards (typically yellow safety bollards) or some other barrier (i.e., boulder) around it to protect it from a vehicle strike.</p>
<p>Security of Exterior Electrical Panels and Switches</p>	<p>If applicable, exterior electrical panels on the outside of the building or in common/public space shall be secured via a locking device, unless not permitted by local code. The preferred location for electrical panels is inside the USDA space or in a secured area on the interior of the building.</p>
<p>Public Restroom Access</p>	<p>Lessor must secure public restrooms (restrooms located in the building common area) in a manner that only facility tenants can access them and not the general public. This can be done by securing the restrooms with either a hard key or an access code.</p>
<p>Fire and Carbon Monoxide Detection-</p>	<p>Lessor shall install appropriate amount and type of smoke and carbon monoxide detection devices in accordance with local code.</p>
<p>Janitorial and Maintenance Staff Access</p>	<p>Any lessor provided maintenance/janitorial staff must undergo a Special Agreement Check (SAC) background investigation before being granted unescorted access. This check will be conducted by USDA-FPAC HSD. USDA-FPAC reserves the right to request daytime cleaning in USDA space. SAC background checks may be requested by the State Office through ServiceNow, routing the ticket to Homeland Security Division.</p>
<p>Perimeter Lighting</p>	<p>See specific requirements in Lease Document (considered a Shell Cost).</p>



# Wiring and Cabling: Guidelines for FPAC and RD Offices

Version 0.5

Note: Computer Room Requirements and Specifications included on page 6.

## Introduction

Recent updates to two Department Regulations (DRs), DR 3300-001-G and 3300-001-K, supersede the outdated guidance in DR 3902-001, "Service Center Technology Modernization Project (SCTMP) Wiring/Cabling Specifications for Service Center Agencies' (SCA) Computer Rooms." As a result, 3902-001 has been cancelled and should no longer be used. Though it is cancelled, it did have some information that was still useful and applicable. Therefore, the Office of the Chief Information Officer's Client Experience Center (OCIO-CEC) has taken that information and documented it in these guidelines to help supplement the references below.

## References

1. DR 3300-001-G, "Sharing of Telecommunications Resources"
2. DR 3300-001-K, "Installation of Telecommunications Cables in Federal Buildings"
3. Departmental Manual (DM) 3410-001, "Physical Security Standards for Information Technology (IT) Restricted Space"
4. (In DRAFT), "CEC Space and ADP Room Guidelines" Available from OCIO-CEC-Business Services Division. (BSD)
5. Technical Support Division (TSD) Site Moves Standard Operating Procedure. (SOP)

## Scope

It is expected that with End User Consolidation (EUC) and the award of the new Enterprise Infrastructure Solutions (EIS) contract that there will be more opportunity and formal guidance forthcoming on facility and information technology services consolidation. However, until then, these guidelines should be used to assist with the wiring/cabling needs for only Farm Production and Conservation (FPAC) & Rural Development offices. (RD)

## Responsibilities

The TSD Group Manager (GM) has the authority and responsibility for oversight of the office Automated Data Processing (ADP) rooms and cabling. They are responsible for providing approval of all cabling plans. The Mission Area leasing agent is responsible for including all applicable requirements and standards in solicitations.

Questions on these guidelines can be directed to OCIO-CEC's Infrastructure Operations Division, Telecommunications Administration Services Branch (OCIO-CEC-IOD-TASB).

## Computer Room Physical and Security Requirements

Refer to Departmental Manual (DM 3510-001) "Physical Security Standards for Information Technology (IT) Restricted Space" and the "CEC Space and ADP Room Guidelines". **REF Pg 6, ADDENDUM, ADP Room Specs.**

### Dedicated Electrical Circuits and Outlets for ADP Equipment

1. ADP Room and Demarcation Point Circuits: Provide and install dedicated electrical circuits with isolated grounds in the computer room. Dedicated circuits must be 110 volt, 20-amp standard three-prong circuits with true earth ground terminated into orange or other uniquely marked (computer use only) duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the computer room and any distribution closets. One dedicated outlet for the explicit use of USDA/OCIO/CEC should also be provided at the demarcation point. The main electrical panel for the computer/voice equipment will be properly grounded.
2. General Office Space Circuits: Provide enough dedicated electrical circuits and multiple outlets at designated locations throughout the service center to accommodate workstations, copiers, etc.
3. Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit: All CEC network equipment in the computer room is required to be connected to a UPS.
4. Number and Type of Circuits: There will be a minimum of one 120 volt, 30-amp minimum with true ground, terminated into a twisting-lock NEMA L5-30R receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.
5. Location of the UPS receptacle: The receptacle will be located within a maximum of 4.5 feet from the back of the computer room wiring cabinet.

### Plywood Wall Mounting

One sheet of ¾ inch 4 x 4-foot plywood or equivalent open space on an existing backboard, shall be vertically mounted on the wall at the internal demarcation point within 3-feet of an electrical outlet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire retardant paint the same color as the interior walls of the building.

### Demarcation Point (D-Mark)

1. When possible, all telecommunication company demarcation points should be internal to the building. The lessor is responsible for ensuring there is a route available for any extended demark need from the building demark to the USDA ADP room. Any demarcation extension should be coordinated with TSD and the sponsoring agency to ensure the work is properly sourced and funded.
2. A 4-inch conduit with pull cable for the explicit use of USDA should be installed from the demarcation point to the USDA ADP (Computer) Room.
3. For any analog Plain Old Telephone Service (POTS) lines delivered to the office, extend them from the demark to the extended demark at the computer room and utilize 6P4C surface mount jacks to accommodate RJ11 cables, such as the following:



## Distribution Closets and Cable Pathways

1. For the standard service center, data cabling may traverse non-USDA space (for example, in the space above a drop ceiling) without any special protection (conduit, etc.). Any exceptions to this will be identified site-specifically by the TSD GM.
2. Data cabling may terminate in USDA or USDA partner space. If any space changes definition (for example, a USDA office is discontinued without the entire location being closed, and the abandoned space is leased to a non-USDA tenant), the USDA cable terminations must be removed from the now, non-USDA space.
3. When multiple buildings are to be connected as part of one cable plant, the connection is to be run via fiber optic cable.
4. When cable consists of multiple runs, the facility owner shall provide cable trays or J-hooks to ensure that the cable does not come into contact with the suspended ceiling.

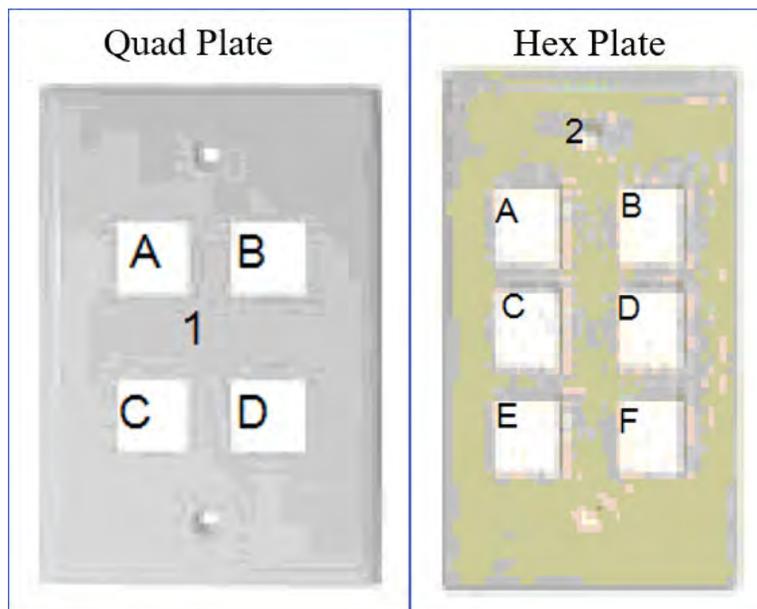
## Data Cabling/Telecommunications

1. All new installations will use Category (Cat) 6 Ethernet cabling or higher and will meet local building codes. Exceptions: Minor renovations to buildings that currently contain Cat 5 cable and terminations may continue to do so. However, all substantial additions to or replacements of existing wiring should be replaced with Cat 6 where possible.
2. Cat 5 cabling is unsuitable for Ethernet speeds above 100 Mb/sec and for office Wireless Access Points (WAPs). So, all cabling specifically for WAPs must use Cat 6. In addition, when a move or renovation leads to an upgrade of an office to Cat 6, the patch cables in the ADP room must be replaced with Cat 6 compliant cables as well.
3. Copper Cable Installation: All data cable and voice cables shall be terminated with Cat 6 compliant terminations (patch panels, wall outlets, etc.). Upon completion, it shall be tested and certified by the installer to ensure it is operational and within compliance of the reference documents. Finally, if occupying space with existing cabling, it should still be tested and certified to comply with the reference documents as well.
4. Data Fiber Cable Installation: All strands of each fiber cable shall be terminated at each end of the cable, with either Straight Tip (ST) or Standard Connector (SC) connectors, as appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.



Note: Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site.

5. Wall Input/Output (I/O) Face Plates for Work Areas: Work areas will have a dual, quad, or hex outlet plate with corresponding RJ-45 connectors (see diagram below) or integrated into modular furniture. Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. The other end will be punched down on an RJ-45/110-type patch panel in the ADP room wiring cabinet. Each dual, quad, or hex plate must be labeled with the workstation number (1, 2, etc.) and the A, B, C etc. format. Each connection must be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.



## Local Area Network (LAN) / Wide Area Network (WAN) / Voice Cabinet

1. The Government will provide the LAN/WAN/Voice cabinet, and a cable installation contractor will provide and install the wiring, cabling, and patch panels in the cabinet as specified by the TSD GM. Patch panels will be RJ-45/110 type and appropriately sized, based upon the number of outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the TSD GM.

Note: Though not recommended, the patch panels may be installed on the plywood board and the cabling terminated into them only if required by the lessor.

2. Where patch panel size and equipment requirements have grown beyond the capacity of a single cabinet, racks or additional cabinets may be used. However, any additional racks or cabinets need to follow similar specifications as that original equipment.
3. Distribution points that have smaller equipment requirements (for example, a single 24-port switch) can utilize half-height or wall mounted racks, rather than full, floor standing cabinets. However, this equipment still should be secured and protected in some sort of cabinet.

Direct all questions to OCIO-CEC-IOD-TASB.

## Abbreviations / Definitions

- ADP Automated Data Processing
- BSD Business Services Division
- Cat Category (i.e., Cat 6 cable designations)
- CEC Client Experience Center
- DM Departmental Manual
- DR Departmental Regulation
- EIS Enterprise Infrastructure Solutions
- EUC End User Consolidation
- FPAC Farm Production and Conservation
- GM Group Manager
- IOD Infrastructure Operations Division
- LAN Local Area Network
- OCIO Office of the Chief Information Officer
- RD Rural Development
- SC Standard Connector
- SOP Standard Operating Procedures
- ST Straight Tip
- TASB Telecommunications Administration Services Branch
- TSD Technical Support Division
- UPS Uninterruptible Power Supply
- WAN Wide Area Network
- WAP Wireless Access Point

\*\*\*

## Computer Room Physical and Security Requirements (USDA Level 1 Security Sites)

### SPECIFICATIONS FOR THE ADP ROOM

1. **Square Footage.** The ADP room shall be a minimum of 75 square feet and a maximum of 100 square feet. The configuration of the room shall allow a three-foot clearance around equipment.
2. **Doors.** The number of entrances to the ADP room will be kept to a minimum as required by local fire code. Every entrance into an ADP room must be a metal clad or solid core, lockable door. A managed process will be utilized to control all access to the room. The process may be electronic or manual. One key or code will be assigned to an individual from each SCA. All computer room doors shall be removed from the master key system of the facility. Exterior doors must have either interior hinges or exterior hinges with non-removable pins.
3. **Windows.** There will be NO WINDOWS in the ADP room, even if a portion of the room has exterior walls.
4. **Flooring.** The flooring will be anti-static hard surface; no carpet.
5. **Walls.** Walls of the ADP room shall extend from the structural floor slab to the structural ceiling slab with sound transmission class 40 or better.
6. **Temperature and Humidity.** The ADP room shall be cooled at all times. The ambient room temperature shall be maintained between 65° to 75°F (18° to 26°C). The ambient relative humidity levels shall be maintained between 35% and 55%. The temperature and humidity controls shall be managed within the room, including points of contacts for emergency situations. The ADP room shall have access to temperature readings within the space. Air conditioning must be controlled on the weekends and holidays as needed to maintain the minimum temperature in the room. Depending on the equipment to be placed in the room, a separate air conditioning unit may be required.
7. **Shared Space.** The ADP room shall NOT be designed as a multi-use room. Only ADP and telephone equipment shall be in this room. Mail machines, printers (unless specifically for the ADP equipment), faxes, file cabinets, shared storage, copiers, plotters, etc. shall be located outside the ADP room. ITS storage will NOT be in the ADP room.
8. **Plumbing.** Because of the danger of water damage, the ADP room shall not be located in areas where water bearing pipes would be overhead. ADP room should be located to avoid walls with plumbing.
9. **Fire Suppressant Systems.** A sprinkler system will be installed when local building codes require it. A dry-pipe system is preferred. Sprinkler heads shall be placed so that they are not directly above any equipment. Each ADP room shall be equipped with any type "**Clean Agent**" (at least 5 to 6 lbs) fire extinguishers that are approved/designed to be used for Computer, Telecommunications, Data Storage and Laboratory type rooms, which houses delicate electronic equipment. An annual inspection must be performed on the fire extinguisher.
10. **Design Approval.** In SCA offices, the Group Manager shall review the electrical section of the construction drawings to ensure that the location of the data ports, and electrical outlets will be accessible once systems furniture is installed. In all other offices, the appropriate Division Directors shall review and approve the floor plans. All final floor plans for the ADP room and general space shall be approved by the OCIO-ITS Realty Specialist before construction begins.
11. **Public Areas.** Where possible, the ADP room shall be within the interior of the building and away from public areas. Where possible, ensure that all computer rooms are not located either above or below public areas in multi-story buildings.
12. **Mailrooms and Loading Docks.** Where possible, the ADP room shall not be located in close proximity to mailrooms or loading docks.
13. **Signage.** Ensure that all signs identifying the ADP room are removed from public view. Directories or building maps that identify the location of critical or sensitive asset locations shall not be displayed. Exterior signs are not to identify OCIO/ITS/ADP within the SCA.
14. **Electrical Power.** Where possible, the capability of shutting off power to an information system component that may be malfunctioning or threatened without endangering personnel by requiring them to approach the equipment shall be included in new and refurbished ADP rooms.



April 2014

# Facility Signage Guide

Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# USDA Facility Signage

**Facility signs play a major role in projecting a clear, strong impression of USDA. This facility signage guide serves as a manual for the development and implementation of a comprehensive signage and wayfinding system for both exterior and interior signage.** The purpose of this guide is to establish the image of USDA, creating a sense of space that welcomes visitors and staff; defining USDA as a destination, and informing, orientating, and directing visitors to and through all USDA facilities.

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines, contact [www.ADA.gov](http://www.ADA.gov)

USDA facilities within the Washington, DC, metropolitan area must comply with special DC/Metro signage requirements. Contact the Office of Operations (OAO) for the latest version.

The objective of this guide is not to replace current signs but, rather, to ensure that when the signs need to be replaced with new signs, they comply with these new guidelines.

# Facility Signage

## Signature Lockups

Signature lockups must be used on all Department facility signage. Signature lockups combine the USDA Symbol and the Department name. Do not use the USDA Symbol without the Department name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of fonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

## Acceptable Signature Lockup Variations



United States Department of Agriculture



United States Department of Agriculture



United States Department of Agriculture



United States Department of Agriculture

## Color

The signature lockup shall be reproduced in either one or three colors. The official colors for the USDA symbol are dark blue (PMS 288) and dark green (PMS 343), and the Department name is black. When reproduced in one color, the signature lockup shall be black or the most dominant color available. When the signature lockup is placed on a color background, it can be reproduced in one color, either black or white.

Dark Blue  
PMS 288

Dark Green  
PMS 343



Three Color

Solid Black

United States Department of Agriculture



One Color - Black

United States Department of Agriculture

Color Background



One Color - Black or White

Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Signature Lockups

## Clearance Space, Proportions, and Placement

Signature lockups must be used on all Department facility signage. Signature lockups are comprised of the USDA Symbol and the Department name. To ensure maximum visibility, the signature lockup should be placed at the top of any signage above the Agency's name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of typefonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

Clearance space shall be used on all signage to provide a clean, consistent background area and position for the signature lockup. All acceptable versions of the signature lockups can be used. No images, gradations, or other graphics can appear within the clearance space. All other types of visual elements, images, and typography can fall below the clearance space. Helvetica and Arial are the preferred typefonts.



# Free-Standing Signage - **REQUIRED**

Signature lockup must be positioned above all other names.



Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Building-Mounted Signage - **REQUIRED**

Use street address or site number as required by the office complex or landlord. Signature lockup must be positioned above all other names.

Site address  
as required



Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Directional Signage - **REQUIRED (if needed)**

Directional arrows can be placed where appropriate outside the signature lockup clearance space.



Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Office Room Signage - **REQUIRED**

## USDA Facility

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines contact [www.ADA.gov](http://www.ADA.gov). Signage lockup must be positioned above all other names.



Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Office Room Signage - **REQUIRED**

## Non-USDA Facility

Signature lockup is not required.

**9201**

**Agency Name**

**Division Name**

**Tenant Name**

**Tenant Name**

**Tenant Name**

Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Building Directory - **REQUIRED (if needed)**

## USDA Facility

Signature lockup must be positioned above all other names.



United States Department of Agriculture

# Service Center

<b>Farm Service Agency</b>	<b>201</b>
<b>Rural Development</b>	<b>201</b>
<b>Natural Resources Conservation Service</b>	<b>205</b>
<b>Culpeper Soil and Water Conservation District</b>	<b>207</b>

Lessor \_\_\_\_\_ & Government \_\_\_\_\_

# Building Directory - **REQUIRED (if needed)**

## Non-USDA Facility

The Department name must be fully spelled out and positioned above the Agency name.

Department  
name only

# XYZ Office Building

Other Tenant	201
Other Tenant	201
United States Department of Agriculture	202
Other Tenant	205
Other Tenant	207

# XYZ Office Building

Department  
name with  
Agency name  
on second line

Other Tenant	201
Other Tenant	201
United States Department of Agriculture Agency Name Here	202
Other Tenant	205
Other Tenant	207

Lessor \_\_\_\_\_ & Government \_\_\_\_\_

---

## SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

---

**THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, ALL OF WHICH ARE TO BE PRICED AS PART OF THE BUILDING SHELL.**

---

### DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

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

---

## I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

### A. FACILITY ENTRANCES AND LOBBY

#### 1. EMPLOYEE ACCESS CONTROL AT ENTRANCES

The Lessor shall provide a key or a physical access control system (PACS) for the entrance to this building, and to doors identified by the Government as employee entrance doors. The Lessor shall consult and coordinate with the Federal Protective Service (FPS) on the installation, maintenance, and repair of PACS. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

### B. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

#### 1. PUBLIC RESTROOM ACCESS

The Government reserves the right to control access to public restrooms within Government controlled Space.

#### 2. SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

- a. At a minimum, the Lessor shall secure building common areas, such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Keyed locks, PACS, or similar security measures shall strictly control access to Critical Areas. Additional

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

controls for access to keys, PACS, and key codes shall be strictly maintained. The Lessor shall consult and coordinate with FPS on the installation, maintenance, and repair of PACS.

- b. Roofs with HVAC systems and access to interior space from the roof shall be secured, with locks. Roof access shall be strictly controlled through keyed locks, PACS or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

### **3. VISITOR ACCESS CONTROL**

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

## **II. INTERIOR (GOVERNMENT SPACE)**

### **A. IDENTITY VERIFICATION**

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

### **B. FORMAL KEY CONTROL PROGRAM**

The Government reserves the right to implement a formal key control program.

## **III. SITES AND EXTERIOR OF THE BUILDING**

### **A. SIGNAGE**

#### **1. POSTING OF REGULATORY SIGNAGE**

The Government may post or request the Lessor to post regulatory, statutory, and site-specific signage.

### **B. LANDSCAPING AND ENTRANCES**

#### **1. LANDSCAPING REQUIREMENTS**

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals and packages/containers.

## **IV. SECURITY SYSTEMS**

The Lessor, in consultation with FPS, shall secure any installed alarm and PACS, Video Surveillance System (VSS) components, controllers, and cabling in government- controlled Space against unauthorized access. Lessor shall conduct annual testing of any security systems and daily testing of any active screening equipment.

### **A. VIDEO SURVEILLANCE SYSTEM**

If Video Surveillance System (VSS) is in use, the Lessor shall post signage at the entrance of the building.

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

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021). See [https://www.acquisition.gov/far/part-52#FAR\\_52\\_204\\_25](https://www.acquisition.gov/far/part-52#FAR_52_204_25).

#### **B. INTRUSION DETECTION SYSTEM**

If Intrusion Detection System (IDS) is in use, the Lessor shall install local annunciation, consisting of an interior alarm within the facility.

#### **C. DURESS ALARM**

Lessor shall implement duress procedures for emergency situations.

### **V. STRUCTURE**

#### **A. BUILDING SYSTEMS**

##### **1. EMERGENCY GENERATOR PROTECTION (T.I.)**

If an emergency generator is required by the Government, the Lessor shall locate it in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25-foot distance cannot be achieved, the Lessor shall protect utilities through a combination of standoff, hardening, and venting methods.

### **VI. OPERATIONS AND ADMINISTRATION**

#### **A. FACILITY SECURITY COMMITTEE (FSC)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The Facility Security Committee (FSC) is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

#### **B. ACCESS TO BUILDING INFORMATION**

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

Lessor shall have emergency plans and associated documents readily available to the Government in the event of an emergency.

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

## VII. CYBERSECURITY

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:
1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
  2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
  3. Encourage vendors of BACS to secure these devices and software through the following:
    - a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
    - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
    - c. Disable unnecessary services to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
    - d. Close unnecessary open ports to secure against unprivileged access.
    - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project ([https://www.owasp.org/index.php/Category:OWASP\\_Top\\_Ten\\_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project))).

- f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>
- g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
- h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
- i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
- j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.
- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security ([CIS](https://www.cisecurity.org/cis-benchmarks/)) benchmarks or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

## SOLICITATION PROVISIONS (Acquisition of Leasehold Interests in Real Property)

---

### 1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7) ) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

## 2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

## 3. PARTIES TO EXECUTE LEASE (APR 2015)

(a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

## 4. 52.233-2 - SERVICE OF PROTEST (SEP 2006) (VARIATION)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## 5. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

#### 6. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

#### 7. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (JUL 2021)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

- (b)
  - (1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if

applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

8. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

*This provision is incorporated by reference.*

**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

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

	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 tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (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.*

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

**SECTION I - BUILDING OVERVIEW**

1. Building Name		2. Building Street Address	
3. City, State and 9-Digit ZIP Code			4. Number of Floors in Building
5. Total Rentable Square Feet (RSF) in Building <i>Building Space Breakout</i> a. General Purpose/Office: _____ b. Warehouse: _____ c. Other: _____		6. Total ANSI/BOMA Occupant Area (ABOA) Square Feet (SF) in Building	7. Building Common Area Factor (CAF)
8. Total Building Parking Under Offeror's Control a. Total Surface _____ b. Total Structured _____ c. Is all the parking onsite? <input type="checkbox"/> YES <input type="checkbox"/> NO d. Number of spaces required by local code, if applicable: _____ <i>(Parking spaces and associated costs offered to meet the requirements outlined in the RLP shall be detailed in Box 20).</i>			

**SECTION II - PRIMARY OFFER DETAILS**

9. ABOA SF of Offered Space	10. RSF of Offered Space	11. CAF of Offered Space	12. Floor(s) and/or Suite(s) of Offered Space
13. Full Term of the Lease _____ Months	14. Firm Term of the Lease _____ Months	<i>After the Firm Term, the Government may terminate the Lease by providing advanced written notice to the Lessor. Indicate the minimum number of days the Government must provide prior written notice by.</i>	
		15. Number of Days Notice _____	

<b>RENT TABLE</b> <i>Enter initial rental figures only. Scheduled step rents for Shell rent and Parking rates must be entered in Section VI, Addendum.</i>	<b>X.</b> <b>Annual Rent</b>	<b>Y.</b> <b>Annual Rate \$ Per RSF</b>	<b>Z.</b> <b>Annual Rate \$ Per ABOA SF</b>
<b>16. Shell Rent</b> The initial Shell Rent is a total annual dollar amount of _____ Does the initial Shell Rent offered change during the term of the lease? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>17. Operating Costs</b> (Refer to Line 27 on the GSA 1217) The Operating Cost base is a total annual dollar amount of _____			
<b>18. Tenant Improvement (TI) Rent</b> a. TI Allowance per ABOA SF: \$ _____ (stated in RLP; leave blank for turnkey) b. Total TI: \$ _____ ('a' above multiplied by offered ABOA SF or turnkey price) c. Amortization Interest Rate: _____ % d. Amortization Period in Months: _____			
<b>19. Building Specific Amortized Capital (BSAC) Rent</b> a. BSAC Amount per ABOA SF: \$ _____ (if stated in RLP) b. Total BSAC: \$ _____ ('a' above multiplied by offered ABOA SF or total cost) c. Amortization Interest Rate: _____ % d. Amortization Period in Months: _____			
<b>20. Parking Required by the RLP</b> a. General Surface: \$ _____ per space per month b. Number of Spaces Offered: _____ c. General Structured: \$ _____ per space per month d. Number of Spaces Offered: _____ e. Reserved Surface: \$ _____ per space per month f. Number of Spaces Offered: _____ g. Reserved Structured: \$ _____ per space per month h. Number of Spaces Offered: _____	\$0.00		
<b>21. Rent for Non-Standard Circumstances</b> <i>The RLP requires a non-standard rental component applicable only under specific conditions outlined in the Lease called:</i> Not Applicable			
<b>22. TOTAL INITIAL RENT</b>			

<b>23. Fee Schedule</b>  <i>The RLP outlines how fees may apply. Fees are not applicable for turnkey pricing.</i>		a. Architectural/Engineering fees will be (choose one): <input type="checkbox"/> Percent of Total Construction Costs: _____ % <input type="checkbox"/> Dollar Amount per ABOA SF: \$ _____ <input type="checkbox"/> Flat Fee: \$ _____
		b. Lessor's Project Management fee will be: Percent of Total Construction Costs _____ %

**SECTION III - ADDITIONAL FINANCIAL ASPECTS OF THE OFFER**

24. Are you offering free rent? <input type="checkbox"/> YES <input type="checkbox"/> NO		a. If yes, enter the number of free months being offered. _____ months	b. What rent components are included in the free rent? <input type="checkbox"/> Shell <input type="checkbox"/> TI <input type="checkbox"/> Parking <input type="checkbox"/> Operating Costs <input type="checkbox"/> BSAC <input type="checkbox"/> Non-Standard			
25. Are you offering free space? <input type="checkbox"/> YES <input type="checkbox"/> NO		a. If yes, how much free space, <u>in addition</u> to the space offered in Box 9 above, is being offered? _____ ABOA SF		26. Are you offering renewal options? <input type="checkbox"/> YES <input type="checkbox"/> NO		<i>If yes, fill out 'Renewal Options' in Section VI, Addendum.</i>
27. Commissions If applicable, enter the commission distribution and ATTACH BROKER COMMISSION AGREEMENT.				a. Tenant's Representative Commission _____ %		b. Owner's Representative Commission _____ %
28. Adjustment for Vacant Premises \$ _____ per ABOA SF		29. Adjustment for Reduced Services \$ _____ per ABOA SF		30. Tax Parcel Percent of Government Occupancy a. RSF of Tax Parcel _____ RSF b. Percent of Occupancy _____ %		<i>Explain complex tax parcel arrangements in Section VI, Addendum.</i>
31. Heating, Ventilation, and Air Conditioning (HVAC) Overtime Rate						
a. \$ _____ rate per hour -PER-		b. Select one of the options below: <input type="checkbox"/> Zone <input type="checkbox"/> Floor <input type="checkbox"/> Space		c. Total Number of Zones, Floors, or Spaces _____		d. If the Government used 1 hour of overtime HVAC for the entire offered space, it would owe: <i>(Multiply 31a times 31c)</i> _____

**SECTION IV - BUILDING AND PROPERTY INFORMATION**

32. In what year was the original building construction completed and ready for initial occupancy? \_\_\_\_\_

33. Provide the year and a brief description of the last major building renovation, if applicable.

34. Select the approximate level of construction necessary to meet the building shell requirements:

- a. Improvements to the existing Building will be required to meet the Lease shell requirements.  
The total approximate construction cost to achieve Lease shell standards is: \$ \_\_\_\_\_
- b. The Building already meets all the Lease shell requirements; no improvements are necessary.
- c. The requirements of the Lease will be satisfied through the construction of a new building.  
Land Site Size: \_\_\_\_\_  SF *or*  Acres  
*(Choose one)* Total Land Costs: \$ \_\_\_\_\_

35. What are the Building's normal hours of operations for HVAC included in the Operating Costs?

Monday - Friday	Saturday	Sunday
Start	Start	Start
End	End	End

36. With regard to Fire Protection and Life Safety:

- a. The Property meets the Lease fire protection/life safety standards.
- b. The Property will be improved to meet the Lease fire protection/life safety standards.
- c. The Property does NOT meet the Lease fire protection/life safety standards and will NOT be upgraded.

37. With regard to Accessibility (Architectural Barriers Act Accessibility Standard - ABAAS):

- a. The Property meets the Lease accessibility standards.
- b. The Property will be improved to meet the Lease accessibility standards.
- c. The Property does NOT meet the Lease accessibility standards and will NOT be upgraded.

38. With regard to Asbestos-Containing Material (ACM): *(Select all that apply)*

- a. The Building contains no ACM.
- b. The Building contains undamaged, nonfriable ACM.
- c. The Building contains thermal system insulation ACM which is not damaged or subject to damage by routine operations.
- d. The Building contains ACM that does not fall within any of the above categories.
- e. The Building contains ACM; abatement will be completed prior to occupancy.

39. With regard to Flood Plains:

- a. The Property is in a base (100 year) floodplain.
- b. The Property is in a 500 year floodplain.
- c. The Property is NOT in a floodplain.

40. With regard to Seismic Safety of the Building:

- a. The RLP does NOT contain seismic requirements.
- b. The Building either fully meets RLP seismic requirements or meets an exemption.
- c. The Building will be retrofitted to meet RLP seismic requirements it does not currently meet.
- d. The Building will be constructed to meet RLP seismic requirements.
- e. The Building will NOT meet RLP seismic requirements.

41. With regard to ENERGY STAR®:

- a. The Property has received the ENERGY STAR® Label within the past twelve months.  
Date (MM/DD/YYYY): \_\_\_\_\_
- b. The Property has NOT received the ENERGY STAR® Label within the past twelve months but falls into one of the following categories:
  - i. New construction
  - ii. Existing building that cannot obtain label due to insufficient occupancy
  - iii. Meets one of the statutory exceptions below:
    - (1) The agency would remain in the building it currently occupies.
    - (2) The Lease would be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places.
    - (3) The Lease is for 10,000 RSF or less.

*With regard to offerors falling into a statutory exception category above, the Offeror has evaluated energy efficiency and conservation improvements and has determined:*

  - (i) Cost effective improvements have been identified and are attached to this offer.
  - (ii) There are no cost effective improvements. Supporting documentation is attached to this offer.

42. With regard to Historic Preference:

- a. Is the Building a Historic Property?  YES  NO
- b. Is the Building within an Historic District?  YES  NO

43. With regard to Historically Underutilized Business Zones (HUBZone) Price Evaluation Preference:

- a. I am a HUBZone Small Business Concern (SBC) Offeror and I elect to waive the price evaluation preference.
- b. I am a HUBZone SBC Offeror and I do NOT waive the price evaluation preference.
- c. I am NOT a HUBZone SBC Offeror. The question does not apply.

**SECTION V - OWNER IDENTIFICATION AND OFFEROR CERTIFICATION**

44. Recorded Owner Name	45. Owner Street Address	46. City, State and 9-Digit ZIP Code	47. Unique Entity Identifier (UEI)
48. Offeror Name	49. Offeror Street Address	50. City, State and 9-Digit ZIP Code	51. Contact Information a. Email _____ b. Telephone _____

52. Offeror's Interest in the Property  Owner (Offeror and Recorded Owner are the same person)  Agent / Broker  
 Other (Explain if Other is selected)

By submitting this offer, the offeror agrees to lease the premises described within the offer to the United States of America upon the Lease Contracting Officer's acceptance of the offer. The offeror acknowledges they have read and fully understand the Request for Lease Proposals and agrees to honor the terms and conditions specified in their offer and to full compliance with and acceptance of the Request for Lease Proposals and its attachments.

By signing this form, you acknowledge having read the RLP with attachments in its entirety. No deviations are allowed unless authorized by the Lease Contracting Officer (LCO).

53. Does your offer request any deviation from the RLP?  NO  YES - I request a deviation from the LCO

Offeror's Signature	Date Signed
---------------------	-------------

**PAPERWORK REDUCTION ACT STATEMENT**

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2.3 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

**SECTION VI - ADDENDUM**

**A. Step Rent**

Shell Rent and Parking steps should be detailed if the initial amount stated in the Rent Table above does NOT remain the same for the full term of the Lease. Shell Rent step amounts should be stated in Annual Rent for the entire Leased space. Parking step rents should be stated as a dollar amount per space per month.

Rent Type	Beginning Year	Through Year	Amount Will Be (\$)	Per

Add a Step Rent

Remove a Step Rent

**B. Renewal Options**

Renewal Options are optional unless required by the RLP. Only renewal options that are required by the RLP will factor into the Government's financial analysis of the Offer.

Option Number	Duration in Years	Annual Shell Rate per RSF	Number of Days Notice to Exercise Option

Add an Option

Remove an Option

**C. Additional Tax Parcel Information**

Is the offered space part of multiple tax bills or multiple buildings on a single tax parcel?  YES  NO

If 'YES', use the boxes below to account for the total number of buildings, associated RSF, and tax parcel associated with the overall space offered to the Government. Attach the legal description(s) of the offered property/properties as part of your overall RLP submission.

Building	Building RSF	Tax Parcel	Tax Parcel ID Number

Add a Building/Tax Parcel

Remove a Building/Tax Parcel

**D. Additional Remarks or Conditions with Respect to this Offer**

Any deviations from the RLP requirements must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

**LESSOR'S ANNUAL COST STATEMENT***Important - Read attached "Instructions"*

OMB Control Number: 3090-0086

Expiration Date: 12/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP) 57-10005-22-FA		2. Statement Date
3. Rental Area (Square Feet)	3A. Entire Building	3B. Leased by Government
4. Building Name and Address ( <i>Number, Street, City, State, and Zip Code</i> )		

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

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) Entire Building	(b) Government-Leased Area	
<b>A. CLEANING, JANITOR AND/OR CHAR SERVICE</b>			
5. Salaries			
6. Supplies ( <i>Wax, cleaners, cloths, etc.</i> )			
7. Contract Services ( <i>Window washing, waste and snow removal</i> )			
<b>B. HEATING</b>			
8. Salaries			
9. Fuel (" <i>X</i> " one) <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric			
10. System Maintenance and Repair			
<b>C. ELECTRICAL</b>			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair ( <i>Ballasts, Fixtures, etc.</i> )			
<b>D. PLUMBING</b>			
15. Water ( <i>For all purposes</i> ) ( <i>Include Sewage Charges</i> )			
16. Supplies ( <i>Soap, towels, tissues not in 6 above</i> )			
17. System Maintenance and Repair			
<b>E. AIR CONDITIONING</b>			
18. Utilities ( <i>Include electricity, if not in C11</i> )			
19. System Maintenance and Repair			
<b>F. ELEVATORS</b>			
20. Salaries ( <i>Operators, starters, etc.</i> )			
21. System Maintenance and Repair			



## INSTRUCTIONS

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

### ITEM NUMBER

1. Enter the Government lease or Request for Lease Proposals (RLP) number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (*multiple tenancy basis*) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (*actual or proposed*) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor services areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include the vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
3. B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

### SECTION I

#### ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Request for Lease Proposals (RLP) and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

### SECTION II

#### ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
34. - 35. Complete Lessor certification.

## PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6<sup>th</sup> floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6<sup>th</sup> floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

### Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

## PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6<sup>th</sup> floor of the building.

I. BUILDING ADDRESS						
Building Name:						
Building Address:						
City:						
State:						
9-Digit Zip Code:						
II. GENERAL BUILDING INFORMATION						
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:						
Floor						
Sq. Ft. Per Floor						
b. Identify the total number of floors in the building starting at the street floor:						
c. Identify the total number of floors in the building below the street floor:						
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:						
III. OTHER USES IN BUILDING (Check All That Apply)						
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail	<input type="checkbox"/> Parking Garage	<input type="checkbox"/> Other (list)	
IV. AUTOMATIC FIRE SPRINKLER SYSTEM						
Please Check YES, NO, or N/A to the following questions:				YES	NO	N/A
a. Is an automatic fire sprinkler system installed throughout the building?						
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?						
V. FIRE ALARM SYSTEM						
Please Check YES, NO, N/A to the following questions:				YES	NO	N/A
a. Is a fire alarm system installed in the building?						
b. Is an emergency voice/alarm communication system installed in the building?						
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?						
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?						
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?						
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station?						
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?						

VI. EXIT SIGNS & EMERGENCY LIGHTING			
Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?			
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?			
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?			
VII. ELEVATORS			
Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
Are elevators installed in the building?			
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?			
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?			
VIII. ADDITIONAL INFORMATION			

**OFFEROR'S STATEMENT**

I hereby attest that the above information is complete and accurate to the best of my knowledge.

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

Printed Name: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

TENANT IMPROVEMENTS COST SUMMARY (TICS)			
<b>GSA</b>	<b>ADDRESS:</b>		<b>DATE SUBMITTED:</b>
		<b>ABOA SF=</b>	
<b>LESSOR:</b>		<b>RENTABLE SF=</b>	
Masterformat CSI	System Elements	TI*	SHELL**
Div 1	General Requirements	\$	\$
Div 2	Site work & Demolition	\$	\$
Div 3	Concrete	\$	\$
Div 4	Foundations / Masonry	\$	\$
Div 5	Metals	\$	\$
Div 6	Woods & Plastics	\$	\$
Div 7	Thermal & Moisture	\$	\$
Div 8	Doors & Windows	\$	\$
Div 9	Finishes	\$	\$
Div 10	Specialties	\$	\$
Div 11	Equipment	\$	\$
Div 12	Furnishings	\$	\$
Div 13	Special Construction	\$	\$
Div 15	General Construction	\$	\$
Div 21	Fire Suppression	\$	\$
Div 22	Plumbing	\$	\$
Div 23	HVAC	\$	\$
Div 26.1	Electrical	\$	\$
Div 26.2	Lighting	\$	\$
Div 27	Communications, Security & Other Elec. Systems	\$	\$
Div 28.1	Electrical safety & Security	\$	\$
Div 28.2	Security	\$	\$
Div 32	Exterior	\$	\$
Subtotal	Trade Costs	\$	\$
	General Contractor Fee	Percent	\$
Subtotal	Construction Costs	\$	\$
	Architectural & Engineering Fees (NIC DID costs)	lump sum	\$
	Other Lessor Costs Established Under the Lease		\$
Subtotal	Lessor's Costs:	\$	\$
	Lessor's Project Management Fee	Percent	\$
Total	<b>Price to Government:</b>	\$	
<b>Notes:</b>			
* Include all subcontractors' costs.			
** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the SHELL DEFINITIONS tab, and the lease for further information.			

# Shell vs. Tenant Improvement Worksheet

**Note:** This tool shall serve as helpful guidance when checking construction bids.  
For further guidance, check the *Pricing Desk Guide Fifth Edition, Sections 2.4 and 2.5*

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance
1	Accessibility Requirements (ABAAS)	X	
2	Base Building – Complete base structure and building enclosure	X	
3	Ceiling - Above standard		X
4	Ceiling – Acoustical w/ grid and lay in tiles	X	
5	Corridors - Circulation on multi-tenanted floors, fire egress on single-tenanted floors	X	
6	Data – Conduit drops with pull string, cable trays		X
7	Demolition	X	
8	Doors - Additional exterior requested by government (unless required for fire/life safety)		X
9	Doors - Sidelights and frames		X
10	Doors - Standard exterior, doors to lobbies, common areas, and core areas, including hardware and signage	X	
11	Doors - Suite entry or interior doors within tenant area, including hardware and signage		X
12	Drawings - As-built floor plans	X	
13	Drawings - Construction Documents		X
14	Drawings - Design Intent Drawings	X	
15	Drinking Fountains per RLP/Lease Standards	X	
16	Electrical – Furniture whip hook up		X
17	Electrical - Main distribution for standard occupancy, switchboards, and panel boards (circuit breaker)	X	
18	Electrical – Supplemental power		X
19	Electrical – Wiring and horizontal conduit including cable trays and hooks within the tenant agency's demised premises and to building core		X
20	Electrical Outlets - All electrical, telephone, and data within government-demised area		X
21	Electrical Outlets - Convenience and duplex utility in toilet rooms, corridors, and dispensing areas	X	
22	Elevators - Private, within tenant space		X
23	Elevators - Freight, when required by agency in RLP/Lease	X	
24	Exits and access - Permanent entryway systems	X	
25	Fire Alarm - Building central system (as required by code)	X	
26	Fire Alarm – Wiring from building core to tenant agency space and then within tenant agency space; pull stations, strobes, and annunciators within the demised premises		X
27	Flagpole	X	
28	Flooring - Carpet or resilient flooring (demised area only)		X
29	Flooring - Raised access flooring		X
30	Flush-out procedure - New air filtration media before occupancy	X	

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
31	HVAC - Central HVAC systems, main and branch lines	X		
32	HVAC - Changes to open-plan HVAC distribution network to accommodate individual office layout		X	
33	HVAC - Special purpose areas		X	
34	HVAC - Supplemental cooling or heating		X	
35	HVAC - Zone controls and thermostats		X	
36	Indoor air quality during construction - Appropriate barriers if necessary	X		
37	Insulation	X		
38	Janitor Closets (with latchbolt)	X		
39	LEED - Any building shell modifications necessary for space to meet requirements of LEED-CI. Must coordinate building shell requirements with TI.	X		
40	Lighting - Changes to open-plan lighting pattern to accommodate individual office layout		X	
41	Lighting - Specialty or above building standard		X	
42	Lighting - Standard lighting fixtures (interior and parking)	X		
43	Millwork (i.e. cabinets, chair rails, and shelving)		X	
44	Painting - Shell Walls (see partitions)	X		
45	Painting - TI Walls (see partitions)		X	
46	Partitions - Demising (slab-to-slab)	X		
47	Partitions - Perimeter	X		
48	Partitions - Subdividing within demised area		X	
49	Permits - Building permits	X		
50	Permits - Occupancy permits	X		
51	Plumbing - in common areas (such as restrooms and janitor closets) including fixtures, and hot and cold water risers and domestic waste and vent risers	X		
52	Plumbing - fixtures within the demised premises and all lines connecting to the building core -except for common restrooms		X	
53	Powerpoles - Connection to furniture junction boxes		X	
54	Recycling - General	X		
55	Recycling - Required labor and equipment during construction (required if new construction or major improvements of existing building)	X		
56	Restrooms - building common restrooms or those required per RLP/Lease (based on distance to reach)	X		
57	Restrooms- private restrooms		X	
58	Seismic Enhancements	X		
59	Signage - Building Directory	X		
60	Signage - Exit Signage		X	
61	Signage - Tenant signage in common corridors and within demised area (excluding building directory)		X	
62	Sprinkler heads - repositioning to avoid conflict with layout, additional required by local code to meet agency's layout, or ceiling grid adjustments and repositioning of sprinkler heads to center of tiles		X	
63	Sprinklers - Heads and piping, escutcheon or trim plate	X		
64	Sprinklers - valves & controls	X		
65	Staircases - Private, within tenant space		X	

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
66	Structural Enhancements – To accommodate non conventional loads		X	
67	Tele/data - Outlets, telephone and data jacks (ie junction boxes), with rings and pull strings, sealed conduit drops with pull strings, and horizontal conduit, including cable trays and hooks within the tenant agency's demised premises and to building core (or may be provided by tenant agency)		X	
68	Telecommunication Closet – Common to building, must meet specifications in RLP/Lease	X		
69	Utilities - Necessary for base building and tenant operations	X		
70	Utility meters - Provide and install separate meters (if lease is not fully serviced)	X		
71	Ventilation - Air filtration with filters	X		
72	Vestibules	X		
73	Wall Finishes - Elevators accessing government demised areas	X		
74	Wall Finishes - Hallways accessing government demised area	X		
75	Wall Finishes - Restrooms within building common areas	X		
76	Wall Finishes - Within government-demised area		X	
77	Window coverings - Blinds and Draperies		X	
78	Windows - Weathertight windows required in each exterior bay	X		

"General Decision Number: DE20230009 06/23/2023

Superseded General Decision Number: DE20220009

State: Delaware

Construction Type: Building

County: Sussex County in Delaware.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2 02/03/2023  
3 05/05/2023  
4 06/23/2023

BOIL0013-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 49.32	34.56

BRDE0001-001 05/01/2021

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick Placement Worker.....	\$ 35.00	24.57
Bricklayer.....	\$ 34.19	27.98

CARP0173-011 05/01/2022

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, Scaffold Building, Excludes Masonry/Brick, and Excludes Soft Floor Layer).....	\$ 29.28	18.07

CARP0251-008 05/01/2022

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.79	23.46

CARP1906-003 05/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 46.93	34.58

ELEC0313-002 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and Sound and Communication Systems).....	\$ 43.00	33.26

ELEV0005-003 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+A+B

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5

years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

-----  
ENGI0542-003 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 42.16	28.80+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

-----  
IRON0451-003 07/01/2022

	Rates	Fringes
IRONWORKER (Ornamental and Reinforcing).....	\$ 38.60	34.35

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

-----  
LAB00199-006 05/01/2022

	Rates	Fringes
LABORER Backfiller, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 27.15	24.00
Mason Tender - Cement/Concrete.....	\$ 27.40	24.00

-----  
\* PAIN0252-002 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 46.68	35.84

-----  
PLAS0008-006 05/01/2021

	Rates	Fringes
PLASTERER (Fireproofers).....	\$ 38.37	31.64

-----  
\* PLAS0592-009 05/01/2023

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...\$ 37.64 27.73

-----  
 PLUM0074-003 10/03/2022

Rates Fringes

PIPEFITTER (INDUSTRIAL).....\$ 54.18 37.215

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

-----  
 PLUM0486-001 12/16/2021

Rates Fringes

PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....\$ 42.62 22.77

-----  
 SFDE0669-002 04/01/2023

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 41.30 28.39

-----  
 SHEE0019-021 07/01/2020

Rates Fringes

SHEET METAL WORKER (Includes HVAC Duct Installation).....\$ 33.63 40.60

-----  
 SUDE2014-006 01/20/2016

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 43.59 7.41

LABORER: Common or General.....\$ 24.45 8.65

OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 36.08 12.02

OPERATOR: Bulldozer.....\$ 25.89 0.00

OPERATOR: Crane.....\$ 31.59 16.83

PAINTER (Brush and Roller).....\$ 40.57 0.94

PLUMBER.....\$ 45.40 16.23

ROOFER (Installation of Metal Roofs Only).....\$ 39.09 30.77

ROOFER, Excludes Installation of Metal Roofs.....\$ 27.98 27.90

TILE FINISHER.....\$ 35.40 4.31

TILE SETTER.....\$ 57.98 1.11

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

---

## Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

---

*See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.*

*NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)**

**The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.**

(a) *Definitions.* As used in this provision-

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.*

(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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(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. 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. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date