

Request for Lease Proposal (RLP) No.: 57-48113-22-FA-U&C
Dallas County, Dallas, TX

Submission Checklist and Certification

Instructions: Offerors are to provide Offering Entity Information as well as “check” each Yes or No box, corresponding to required proposal information. Offerors are required to adequately address each line item and provide comments as necessary. After completing the form, the Offeror must sign at the bottom and submit the signed, complete form with the proposal.

General					
Offeror Name:					
Offeror EUID Number:					
Offered Site Name & Address:					
Date Submitted:					
	Item	Solicitation Reference	Provided		Offeror Comments
			Yes	No	
1.	GSA Form 3626 (Complete & Signed by Offeror)	RLP 1.01.B RLP 1.01.C RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Complete, Signed Submission Checklist and Certification	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Fire Protection & Life Safety (GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B)	RLP 4.02 RLP 4.03	<input type="checkbox"/>	<input type="checkbox"/>	
4.	AutoCAD or scaled floor plans (WE MIGHT USE WHAT YOU PROVIDED)	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Evidence of Seismic Safety Compliance (if applicable)	RLP 3.02 – 3.03 RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Evidence required for Historic Preservation compliance	RLP 3.04 RLP 3.06 RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
7.	SAM Registration	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
8.	EISA Compliance (ENERGY STAR®)	RLP 3.05 RLP 4.02 RLP 4.04	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Evidence of Ownership/Control	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Authorization to Submit Offer (if applicable)	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Evidence of Signatory Authority (for corporate offerors or trusts)	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Representations Regarding Certain Telecommunications and Video Surveillance Services or Equipment	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Evidence of Funds Availability	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Compliance with Local Zoning	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Legal Description of Property and Prior Year Tax Bills/Information	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Asbestos Management Plan (if applicable)	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Parking Plan	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
18.	Construction Schedule (If Known)	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
19.	Property Condition Information	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Construction Mitigation Plan	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
21.	Connectivity Summary	RLP 4.02	<input type="checkbox"/>	<input type="checkbox"/>	
22.	Signage Plan	Exhibit F	<input type="checkbox"/>	<input type="checkbox"/>	
23.	GSA Form 1217 - Lessor's Annual Cost Statement	GSA Form 1217	<input type="checkbox"/>	<input type="checkbox"/>	

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Dallas County, Dallas, TX

Submission Checklist and Certification

By signing below, the offeror hereby certifies that the information contained in the submitted proposal is true and correct. The offeror additionally certifies that he/she/it read and understands the requirements of the Request for Lease Proposals document and all attachments, including the draft Lease.

Signed: _____ Date:_____

REQUEST FOR LEASE PROPOSAL.
PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.

USDA REQUEST FOR LEASE PROPOSALS NO. 57-48113-22- FA-U&C Dallas, TX

Offers due by 11/21/2022

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 5:00 pm CST 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 Basis 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.

SMALL RLP
GSA TEMPLATE R103 (10/22)

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SECTION 1 - STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SMALL) (AUG 2016)

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 Basis 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 are the GSA Form 3626 (U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)) which serves as an offer form and lease contract award document, Supplemental Lease Requirements document, GSA Form 3517A (General Clauses), Agency Specific Requirements, USDA Office of the Chief Information Officer Technical Requirements, USDA Signage Requirements, Security Requirements for FSL Level I, GSA Form 12000, Tenant Improvement Cost Summary (TICS) and Shell vs. TI Worksheet, Seismic Forms (if applicable), and FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

C. The Offeror's executed GSA Form 3626 shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the GSA Form 3626 and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SLAT) (OCT 2020)

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.

CITY, STATE	DALLAS, TX
DELINEATED AREA	N: PRESIDENT BUSH TPKE E: INTERSECTION OF PRESIDENT GEORGE BUSH TPKE TO SOUTH TO 75 SOUTH TO IH 635 SE TO 175 S: 175 NW TO I45 TO THE DALLAS NORTH TOLLWAY W: DALLAS NORTH TOLLWAY
SPACE TYPE(S)	OFFICE
MINIMUM Sq. Ft. (ABOA)	2,000 ABOA
MAXIMUM Sq. Ft. (ABOA)	2,200 ABOA
MAXIMUM Sq. Ft. (RSF)	NOT TO EXCEED 2,500 RSF
RESERVED PARKING SPACES (SURFACE)	3
NON-RESERVED PARKING SPACES (TOTAL)	17
INITIAL FULL TERM	3 YEARS
TERMINATION RIGHTS	120 DAYS IN FULL OR IN PART, AFTER THE FIRM TERMS
ADDITIONAL REQUIREMENTS	FULLY SERVICED LEASE / SECURITY FENCE FOR GOVERNMENT VEHICLES.

1.03 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 at [HTTPS://WWW.SBA.GOV/SIZE](https://www.sba.gov/size) STANDARDS.

1.04 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 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 for establishment of the unique entity identifier directly to obtain one.

SECTION 2 - SOLICITATION PROVISIONS

2.01 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 _____."
- 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.

2.02 FLOOD PLAINS (OCT 2022)

- A. 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.
- B. In addition, a Lease will not be awarded for any offered Property adjacent to 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 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

- A. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)
- B. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

SECTION 3 - ELIGIBILITY AND PREFERENCES FOR AWARD

3.01 BASIS OF AWARD (OCT 2022)

A. Lowest Price Technically Acceptable Approach. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and Lease documents and is the lowest priced technically acceptable offer submitted, based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-2017 definition 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.

B. Price evaluation will be based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-2017 definition 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.

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.

3.02 INTENTIONALLY DELETED

3.03 INTENTIONALLY DELETED

3.04 INTENTIONALLY DELETED

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (OCT 2021)

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. If 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

NOTE: Additional information can be found on [HTTPS://WWW.GSA.GOV/REAL-ESTATE/REAL-ESTATE-SERVICES/LEASING-POLICY-PROCEDURES/SUSTAINABILITY-POLICIES-AND-PROCEDURES](https://www.gsa.gov/real-estate/real-estate-services/leasing-policy-procedures/sustainability-policies-and-procedures)

C. 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.

D. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (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/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financiaevaluation>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

E. If 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 if it obtains the Energy Star Label prior to the Government's acceptance of the Space

A. 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.

3.06 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (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 106An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance).

B. 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. 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).

3.07 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (OCT 2017)

A. Should the Government conduct discussions, then, 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.

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.

3.08 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015)

HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern: Price Preference and Competitive Range Determination" paragraph. 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.

SECTION 4- HOW TO OFFER

4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (OCT 2021)

A. 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.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **5:00 pm CST** on the date specified below at the following designated email address:

Date:	November 21, 2022
LCO Email Address:	<u>LARRY.VEGA@USDA.GOV</u>
Realty Specialist Email Address:	<u>REUBEN.BROWN@USDA.GOV</u>

C. INTENTIONALLY DELETED

D. 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.

E. Offers 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.

B. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

C. 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.

4.02 PROPOSAL CONTENTS FOR SMALL LEASES (OCT 2022)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
Submission Checklist and Certification
Exhibit A - U.S. Government Lease For Real Property (Short Form) (GSA Form 3626), completed and signed by Offeror
Exhibit B - Supplemental Lease Requirements
Exhibit D - Agency Specific Requirements, initialed by Offeror
Exhibit G - Security Requirements, initialed by Offeror
Fire Protection and Life Safety information and documents (See applicable Fire Protection and Life Safety paragraphs)
Exhibit H - Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Historic Property information and documentation, if applicable, per the Historic Preference paragraph
Registration in the System for Award Management (SAM) prior to the Lease Award Date, including completion of all required representations and certifications. This registration service is free of charge.
EISA compliance information (See applicable Energy Independence and Security Act paragraphs)
Evidence of ownership or control of Building or site, including a copy of the Property deed
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror is not the owner of the Property
Proof of signing authority (see GSA Form 3516A, Solicitation Provisions)
Small Business Subcontracting Plan, if applicable
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
Offeror's Rate for Routine Cleaning and Disinfection Requirements
Evidence of Funds Availability
Compliance with Local Zoning
Legal Description of Property and Prior Year Tax Bills/Information
Asbestos Management Plan (if applicable)
Parking Plan
Construction Schedule (If Known)
Property Condition Information
Construction Mitigation Plan
Connectivity Summary

4.03 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SMALL) (OCT 2020)

A. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in A.1 through A.5, unless the Building meets either exemption in sub-paragraph B or C below.

1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
2. 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).
3. 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).
4. Computer generated plans set to 1/8" = 1'-0" (preferred). 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.
5. 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 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.

B. 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 A.1 through A.5 above.

C. 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 Offeror is not required to submit to USDA the FPLS Submittal Information in A.1 through A.5 above.

4.04 EISA SUBMITTALS (SMALL) (SEP 2015)

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

- A. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions, or

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, a written statement addressing which energy efficiency and conservation improvements (can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools 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.

4.05 SWING SPACE - RLP (OCT 2022)

A. A renovation of the Space at the current location will be required to meet all the requirements of this RLP package, including the schedule requirements outlined under the Lease. The RLP package outlines a level of base building/shell requirements, tenant improvements and BSAC that will require all or portions of the Space to be vacant during renovations.

B. As part of the initial offer, the incumbent Lessor must submit a plan and schedule outlining specific swing space alternatives meeting the requirements stated herein and under Lease paragraph "Swing Space - Lease." Any plan or schedule that does not efficiently or timely house the Government's requirements or fails to adequately prevent disruption of Government operations may be rejected and the offer may be considered technically unacceptable. The swing space plan and schedule shall include, at a minimum, the following:

1. Detailed narrative demonstrating how renovations are proposed at the current location in accordance with all of the requirements of this RLP package, including requirements set forth in this paragraph and Lease paragraph 7.06, Swing Space - Lease. Narrative shall clearly identify the number of Government staff member moves and outline how renovations will occur with minimum disruption and interference with ongoing Government operations;
2. Floor plan (computer generated plans set to 1/8" = 1'0" preferred) indicating block(s) of swing space including swing space finishes; and
3. Schedule of swing space and final Space to address interim moves demonstrating adherence to Lease schedule, inclusive of all phases, commissioning, and testing requirements.

C. Swing space must meet the agency "Swing Space Requirements" attached.

C. Swing space must meet the following:

1. _____
2. _____
3. _____

D. Swing space must be located in the same building.

D. Swing space offered at a location other than [Address, City, State] ("[Building Name]") must have the following area of consideration. An area bounded as follows:

North: _____
South: _____
East: _____
West: _____

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

E. If the incumbent is not the owner of the offered property for swing space, an executed Letter of Intent for leasing such swing space to the Offeror, reflecting a minimum lease term coterminous with the completion of the renovation of Space, must be submitted no later than Final Proposal Revisions. If selected, control through ownership, lease, or binding option of such specific alternatives must be demonstrated within thirty (30) days after Lease Award.

F. The Government reserves the right to require a single group of employees (including contractor personnel) or successive groups of the Government employees to be moved into and out of the swing space, based upon the Incumbent Lessor's proposal. The Government shall be responsible for the cost of moving each Government employee one time only, which shall be identified as the last and final move from the swing space to the final Space. The Incumbent Lessor shall be responsible for the cost of all moves, interim moves, and restacking in excess of one move per Government employee.

G. Prior to Final Proposal Revisions, the Incumbent Lessor must submit a swing space layout that allows the Government to function efficiently during renovation of final Space, as determined by the LCO.

SOLICITATION PROVISIONS

(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)

(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 20th of the month must have been mailed by the 15th).

(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 without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(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. 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.

3. 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.

4. 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.

5. 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 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 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.

6. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

CONTEMPLATED LEASE.
PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

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

B. 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: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

C. 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.

D. 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.

1.02 INTENTIONALLY DELETED

1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (OCT 2020)

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.

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.

1.05 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.

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

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

1.07 ASBESTOS (SMALL) (OCT 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and guidance and that final clearance for re-occupancy was achieved.

1.08 INTENTIONALLY DELETED

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

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

2.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015)

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

2.03 WOOD PRODUCTS (SMALL) (OCT 2020)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. Refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)). 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. 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.

2.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the 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.

2.05 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2019)

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.

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, insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

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

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

2.07 MEANS OF EGRESS (MAY 2015)

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

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

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

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

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

2.08 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.

2.09 FIRE ALARM SYSTEM (SEP 2013)

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

2.10 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)

The Lessor shall either earn the ENERGY STAR® Label or complete all cost effective energy efficiency and conservation improvements, agreed to by Lessor prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

2.11 ELEVATORS (SMALL) (OCT 2020)

- A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease
- B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

2.12 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.

2.13 ACCESSIBILITY (FEB 2007)

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

2.14 CEILINGS (SMALL) (OCT 2019)

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 Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

2.15 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.

2.16 WINDOWS (SMALL) (OCT 2020)

All exterior window assemblies shall be locked, weather resistant and water tight. Windows intended for use as a secondary means of egress must be openable 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.

2.17 PARTITIONS: PERMANENT (SMALL) (OCT 2019)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding 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.

2.18 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)

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.

2.19 PAINTING – SHELL (SMALL) (OCT 2020)

The Lessor shall bear the expense for all painting associated with the Building shell, including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. 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.

2.20 FLOORS AND FLOOR LOAD (SMALL) (OCT 2019)

A. All adjoining floor areas shall be of a common level.

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.

2.21 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)

- A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

2.22 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.

2.23 RESTROOMS (SMALL) (OCT 2022)

A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 500 feet, on one floor to reach the restrooms. Each restroom shall have sufficient 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.

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

2.24 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SMALL) (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. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

B. 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.

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

D. 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 the sub-paragraph 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).

E. 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.

2.25 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

2.26 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020)

A. The Government may elect to contract its own telecommunications service in the Space.

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, or, if existing Building wiring is insufficient, 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 to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

2.27 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (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: 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. 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: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

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

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

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

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

2.28 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2021)

A. All safety data sheets (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 MSDS to protect the health and safety of personnel.

B. 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.

C. 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.

2.29 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015)

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. For Tenant Improvements and other tenant-driven alterations within an existing historic building, 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*.

B. 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

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

3.01 SCHEDULE FOR COMPLETION OF SPACE (SMALL) (OCT 2020)

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. Design Intent Drawings. The Lessor shall prepare and deliver to the Government, as part of the shell cost, design intent drawings (DIDs) meeting all requirements set forth in the Lease within **10 Working Days** of the Lease Award Date. The Government shall respond within **10 Working Days** of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Lease. If the DIDs do not conform to the Lease requirements, the Lessor shall revise and resubmit the DIDs within **3 Working Days**. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Lease requirements.

B. Notice to Proceed (NTP). If the DIDs conform to the Lease requirements, the Government shall issue NTP; however, the Government shall not be obligated to issue a NTP less than **10 Working Days** from receipt of DIDs, as originally submitted or revised. Issuance of NTP shall not be construed as a waiver of any requirement set forth in this Lease.

C. Construction Schedule. The Lessor shall complete all required build-out conforming to the Lease and approved DIDs within 40 Working Days of issuance of NTP.

3.02 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SMALL) (OCT 2020)

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

3.03 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SMALL) (OCT 2021)

A. The Government shall accept the Space only if the construction of Building shell and TIs, as applicable, conforming to this Lease and any layout drawings is substantially complete, as determined by the Lease Contracting Officer, and a Certificate of Occupancy (C of O) has been issued. 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.

B. 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.

C. 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.

3.04 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (OCT 2021)

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

3.05 AS-BUILT DRAWINGS (OCT 2021)

Not later than **30 - 45** 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.

3.06 SEISMIC RETROFIT (OCT 2020)

The following requirements apply to Leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

3.07 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, 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 4 TENANT IMPROVEMENT COMPONENTS

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

A. The Lease is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all demolition, shell upgrades, TIs, insurance, operating costs, taxes, parking, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this Lease. The Lessor will be required to design and build the TIs and will be compensated for the TI costs through the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste.

B. The TI Unit Costs listed below will be used to make the adjustment for variances between turnkey pricing based on the agency specific requirements package (ASRs), and the approved design intent drawings. The prices quoted will also be used to order alterations during the first year of the Lease. The prices quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government. Final rent calculations will be reconciled and the Lease will be amended after acceptance of the Space.

1. The cost per linear foot of office subdividing ceiling-high partitioning. _____
2. The cost per floor-mounted duplex electrical outlet. _____
3. The cost per wall-mounted duplex electrical outlet. _____
4. The cost per floor-mounted fourplex (double duplex) electrical outlet. . _____
5. The cost per wall-mounted fourplex (double duplex) electrical outlet. . _____
6. The cost per dedicated clean electrical computer receptacle. . _____
7. The cost per floor-mounted telephone outlet. . _____
8. The cost per wall-mounted telephone outlet. . _____
9. The cost per interior door. . _____

C. The Government shall have the right to make lump sum payments for any or all TI work.

4.02 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by USDA prior to installation. The Lessor may not make any substitutions.

4.03 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

4.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020)

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 semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

4.05 DOORS: INTERIOR (SMALL) (OCT 2019)

Doors within the Space shall have a minimum clear opening of 32" wide x 80" high and shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. They 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 semi-gloss oil-based paint finish and which do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

4.06 DOORS: HARDWARE (SMALL) (SEP 2015)

Doors shall have door handles or door pulls with heavyweight hinges. 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.

4.07 PARTITIONS: SUBDIVIDING (SMALL) (OCT 2022)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances. Partitioning shall be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criterion (NIC) of no less than 35. The Government reserves the right to independently test these levels. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

4.08 PAINTING – TI (SMALL) (OCT 2020)

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.

4.09 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)

- A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.
- 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. 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.
2. Texture Appearance Retention Rating (TARR). Moderate; ≥ 3.0 TARR.

4.10 HEATING AND AIR CONDITIONING (SMALL) (OCT 2022)

The Lessor shall ensure that individual thermostat controls for office Space Areas that routinely have extended hours of operation are environmentally controlled through dedicated heating and air conditioning equipment. Portable space heaters are prohibited.

4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)

- A. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

4.12 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.

4.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

4.14 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.

4.15 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, the Lessor shall provide, as part of the TI, 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.

4.16 LIGHTING: INTERIOR AND PARKING – TI (SMALL) (SEP 2015)

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

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

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)

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

5.02 UTILITIES (SMALL) (OCT 2022)

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

5.03 HEATING AND AIR CONDITIONING (SMALL) (OCT 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. The Space shall have a Server room which shall receive cooling at all times (24 hrs a day, 365 days a year). The temperature of this room shall be maintained at **65 - 75** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

G. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:

1. _____
2. _____

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.

5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016)

A. Overtime usage services may be ordered by the Government's authorized representative only at the rate prescribed in the Lease.

B. 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.

5.05 JANITORIAL SERVICES (SMALL) (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. 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. Completely sweep and/or vacuum carpets.
- F. Twice a year. Wash all interior and exterior windows and other glass surfaces.
- G. Every two years. Shampoo carpets in all offices and other non-public areas.
- H. 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. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day
- I. 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).

5.06 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

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.

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. 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 normal hours.

5.07 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 the 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.

5.08 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)

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.). 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.

5.09 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 and 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 GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8) for USDA leased space.

5.10 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).

5.11 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.

5.12 HAZARDOUS MATERIALS (SEP 2013)

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

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

5.13 MOLD (SMALL) (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.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

5.14 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.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 SECURITY REQUIREMENTS (SMALL) (OCT 2019)

The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

6.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

2.22 DRINKING FOUNTAINS (OCT 2018)
5.09 INDOOR AIR QUALITY (OCT 2019)

6.03 RENTAL CONSIDERATION FOR SMALL LEASES (OCT 2019)

Rent shall be paid by electronic funds transfer (EFT) 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. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell, Tenant Improvements (TIs) specified in the Lease, all taxes of any kind, and all operating costs. Unless a separate rate is specified, rights to parking areas will be deemed included in the rent.

6.04 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

6.05 SWING SPACE - LEASE (OCT 2022)

A. The swing space plan and schedule are provided as Exhibit XX. The Government shall occupy XXXXX ABOA SF (XXXXX RSF) on XX floor at [Address, City, State] ("Building Name") as a temporary relocation of Government employees (including contractor personnel) during the completion of the tenant improvement work. Lessor shall be responsible for providing, constructing, and paying for swing space identified on Exhibit XX. Lessor shall be responsible for maintaining minimum standards for all space that remains occupied during the renovation, including, but not limited to, access to common areas, compliance with fire protection and life safety and air quality standards outlined within this Lease. Swing space shall comply with existing standards consistent with the existing space and be fully functional inclusive of fixtures, equipment, and telecommunications and data infrastructure. Fully functional shall include, at Lessor's sole cost, any additional costs associated with Government's service providers for tele-data or other required communication links between the swing space and Government-occupied space.

B. The Government must remain operational during its standard operating hours of Section X.XX of this Lease, throughout the course of any renovation within its current space and swing space.

C. Post-award, the Lessor must submit an updated swing space plan and schedule to the Government for review and approval. At a minimum, the updated swing space plan shall include detailed drawings depicting the various phases and an updated schedule detailing schedule of move. The Government estimates to have approximately XX (NUMBER OF AGENCY EMPLOYEES) employees/contractors during the renovation phasing period. This updated swing space plan and schedule must be submitted at the same time as the initial submission of {DESIGN INTENT DRAWINGS} {CONSTRUCTION DOCUMENTS}.

D. The swing space shall have a space layout which allows the Government to function efficiently during renovation of final Space, as determined by the LCO.

E. Unless otherwise specified herein, the swing space shall comply with all standards and specifications as outlined within the Lease XX-XXX-XXXXX, and the Lessor shall continue to provide all services and utilities as outlined under this Lease. Access to common areas, including, but not limited to lobbies, elevators, stairways and restrooms must be maintained at all times.

F. Ten (10) Working Days prior to the completion of the swing space, the Lessor shall issue written notice to the Government to schedule the inspection of the swing space for acceptance. The Government shall accept the swing space once it is substantially complete, and a Certificate of Occupancy (C of O) has been issued.

G. The Government shall pay rent during renovation in accordance with Lease ~~XX-XXX-XXXXX~~ and shall not pay additional rent for the swing space.

1. Except as otherwise noted, all costs associated with implementing the swing space plan shall be at the Lessor's expense, including, but not limited to, the following swing space costs:

- a. the cost to build-out the swing space including, but not limited to, electrical wiring, data cable, security system installation, and partitioning;
- b. the cost to move office furniture and equipment;
- c. the cost to balance the HVAC system;
- d. the cost to store and move all furniture or equipment that cannot be housed in swing space; and
- e. all permitting and certificate of occupancy costs, if applicable.

2. The Government shall be responsible for the cost of moving each employee (including contractor personnel) **one time only**, from the swing space(s) to the final Space. The Lessor shall be responsible for the cost of all moves in excess of one move per employee.

EXHIBITS TO THE LEASE.
PLEASE READ, INITIAL, AND RETURN ALL.

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (SEP 2022)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. FIRE AND CASUALTY DAMAGE (SIMPLIFIED) (SEP 2022)

If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. 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:

LESSOR: _____ GOVERNMENT: _____

Exhibit C

- (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.

4. 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.

5. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or
 - 3. A lump sum equitable adjustment.

LESSOR: _____ GOVERNMENT: _____

- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

6. 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.

7. 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.

Exhibit C

(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.
- (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

Exhibit C

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.

8. 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 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;

LESSOR: _____ GOVERNMENT: _____

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(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.

(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—

Exhibit C

(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 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.

9. INTENTIONALLY DELETED

10. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

FAR 52.204-2	SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

LESSOR: _____ GOVERNMENT: _____

Exhibit C

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
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.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$2,000,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (JUL 2021)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

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.

LESSOR: _____ GOVERNMENT: _____

EXHIBIT- D

Agency Specific Requirements

Solicitation Number: **57-48113-22-FA-U&C**

(Dallas County/Dallas, Texas)

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:	8
SPACE TYPE	SQUARE FOOTAGE NEEDED
FSA PRIVATE OFFICES x 1 each (120 sf each +/-)	120
FSA Workstation 72 s/f x 1 each and 1 each touchdown Station 24 s/f	96
NRCS PRIVATE OFFICES x 1 each (120 sf each +/-)	120
NRCS Workstation 72 s/f x 3 each and 1 each touchdown Station 24 s/f	240
OPEN OFFICE AND CIRCULATION AREA (Hallways can be partially included in this number)	514 - 621
CONFERENCE ROOM	300
BREAK ROOM	150
RECEPTION AREA	150
MAIL/COPY AREA	150
ADP ROOM	100
CONSULTATION/HUDDLE ROOM	80
MUD ROOM	120
MINIMUM ABOA (Space Used by USDA Only):	2,000
MAXIMUM ABOA (Space Used by USDA Only):	2,200
MAXIMUM RSF (Rentable Square Footage includes common areas such as bathrooms, utility rooms, vestibules, and other space shared with non-USDA tenants):	2,500

Government Vehicle Reserved Parking Needed:	3
Employee/Customer Unreserved Parking Needed:	17
Wareyard Space Needed:	460

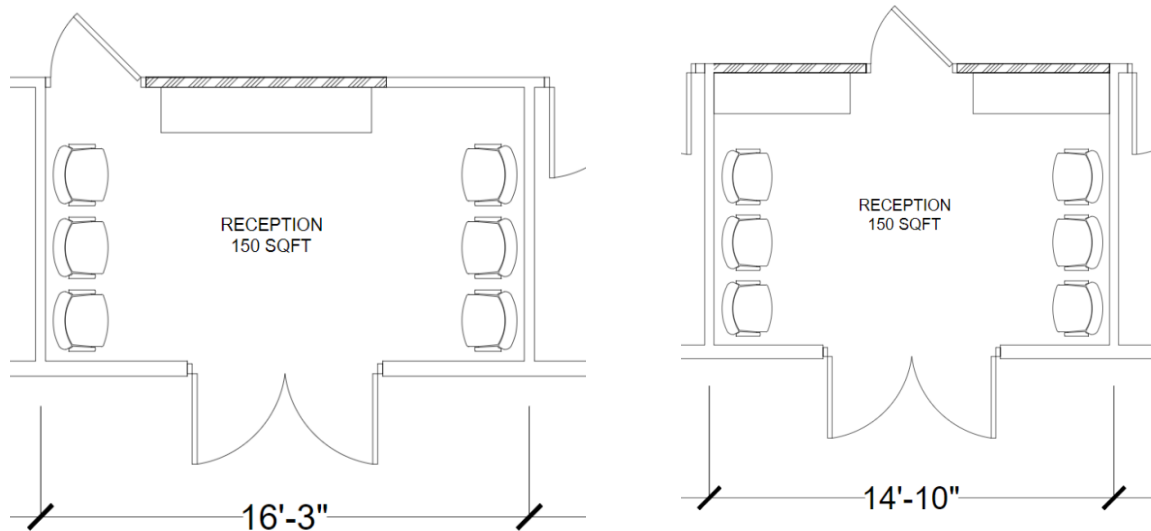
*The square footage for the space types above are approximates.

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.

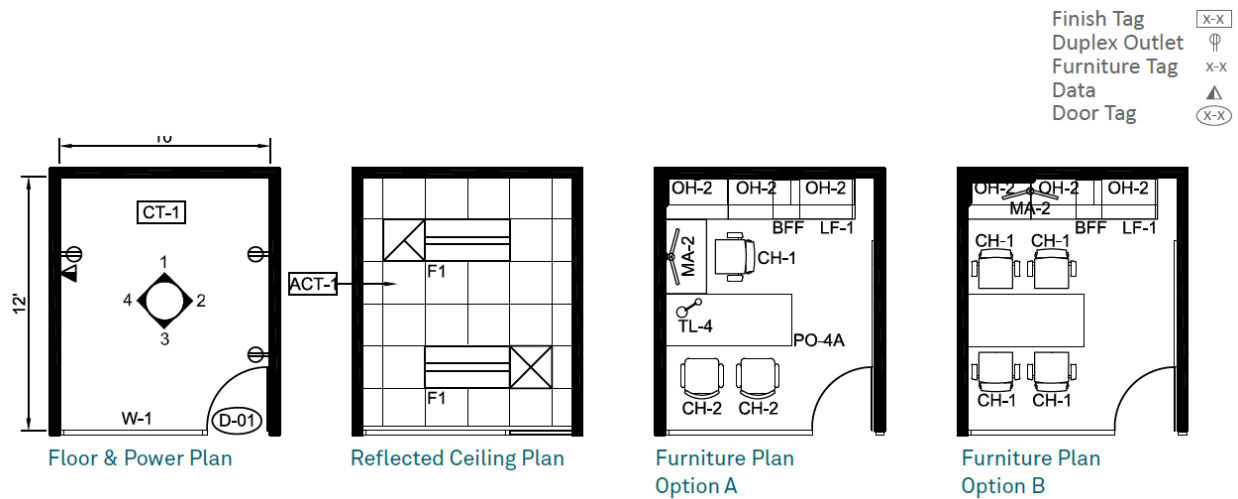
Design Examples:



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.

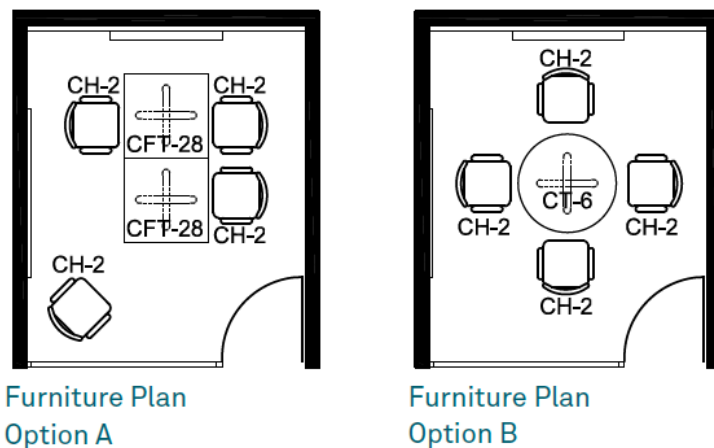
Design Example:



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.

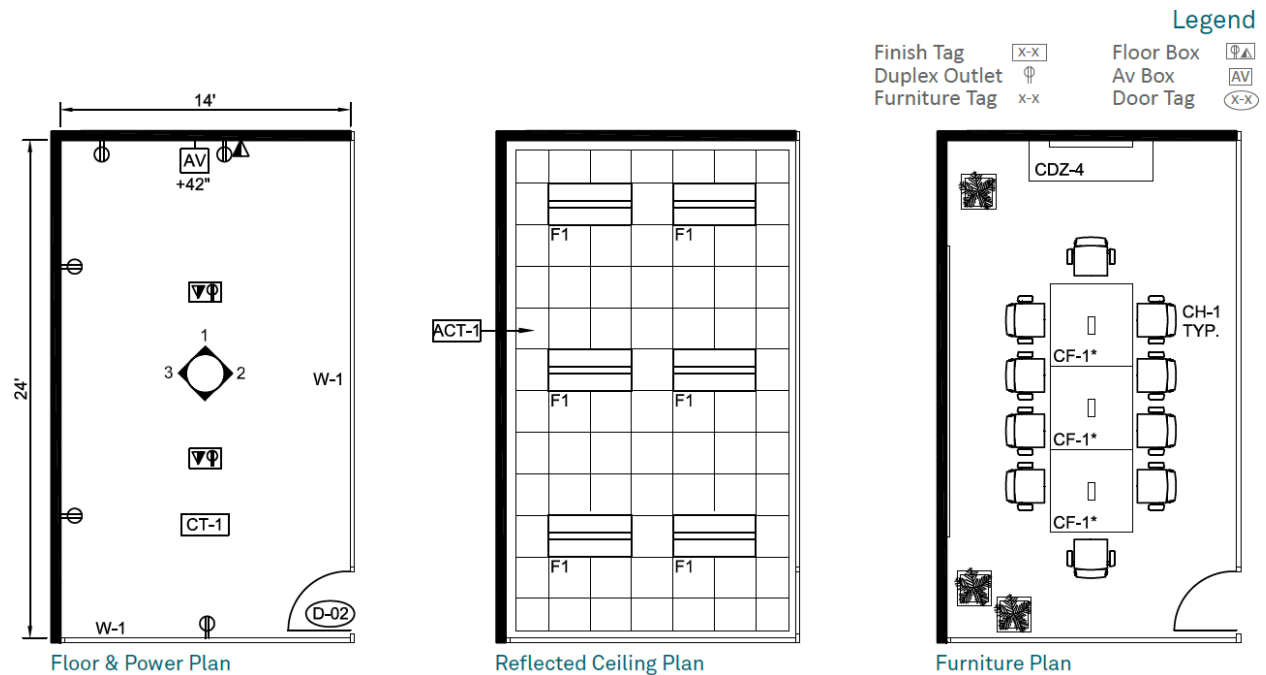
Design Example:



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.

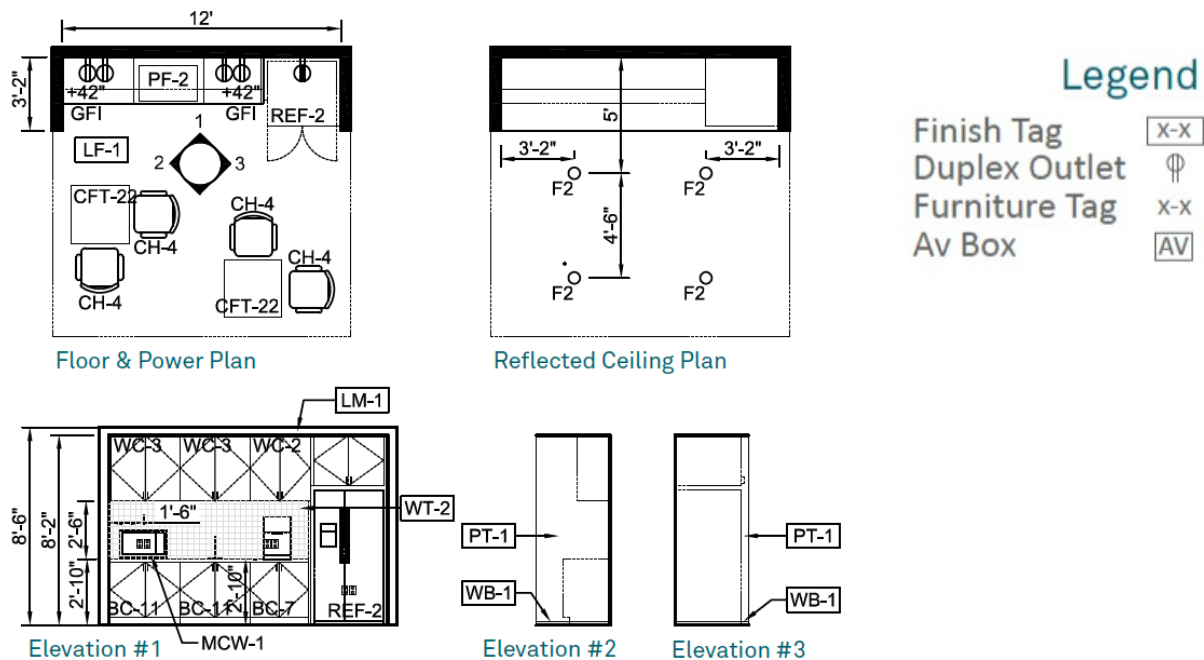
Design Example



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.

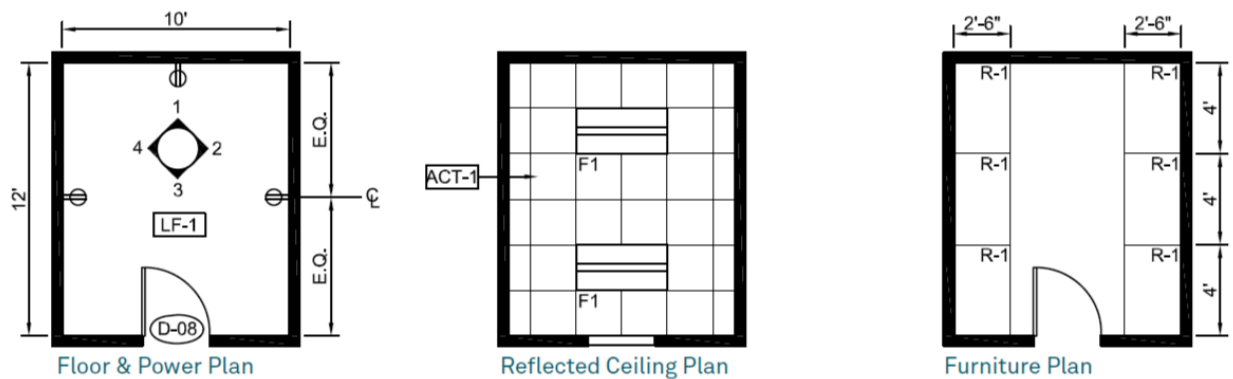
Design Example:



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.

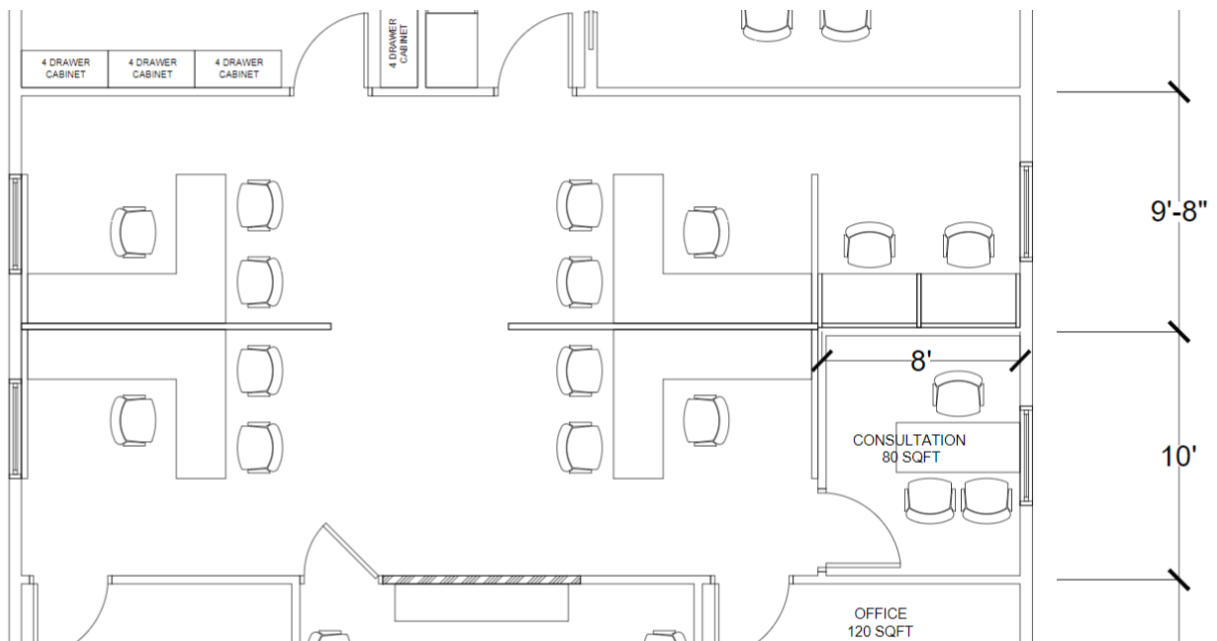
Design Example:



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.

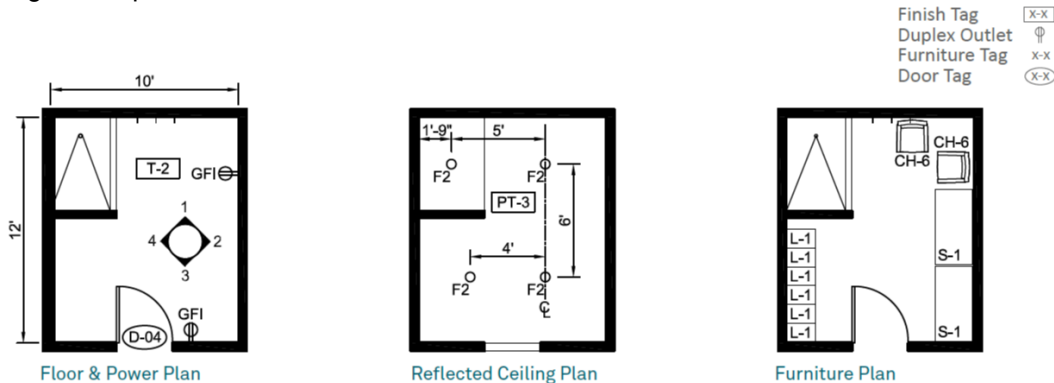
Design Example:



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:



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 ½" 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 ½" 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. REQUIRED FEATURES TO BE INCLUDED IN SHELL COSTS: Lessor shall include the costs associated with these features in Shell Rent.

1. The leased Premises must comply with accessibility requirements set forth in Section 3.15 of Lease at the time of lease commencement.
2. Lessor to provide an exterior area large enough for an 8 foot by 10-foot storage shed at the Premises. USDA will provide, maintain, and retain ownership of the shed. Lessor shall note that USDA may store gasoline for ATV use, and the location of the shed must meet all local building codes and required set-backs. Shed location to be coordinated with and approved by LCO or designated representative.

E. 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	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>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.
Protection of Exterior Gas Mains or Propane Tanks Adjacent to Premises	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.
Security of Exterior Electrical Panels and Switches	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.
Public Restroom Access	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.

Fire and Carbon Monoxide Detection-	Lessor shall install appropriate amount and type of smoke and carbon monoxide detection devices in accordance with local code.
Janitorial and Maintenance Staff Access	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.
Perimeter Lighting	The Building Owner shall ensure exterior entrances/exits are illuminated to a minimum of 5 foot-candles; Sidewalks and walkways illuminated to a minimum of 3 foot-candles; and Parking lot surfaces illuminated to 1 foot-candle throughout the parking areas. Lessor shall have a lighting preventative maintenance plan in place to inspect perimeter lighting for broken fixtures or burnt-out bulbs and service any non-operable lights within 30 days.



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.

SC Connector



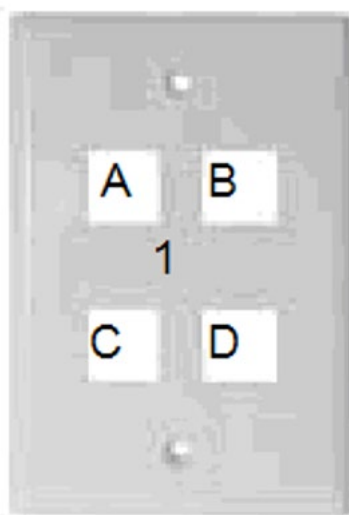
ST Connector



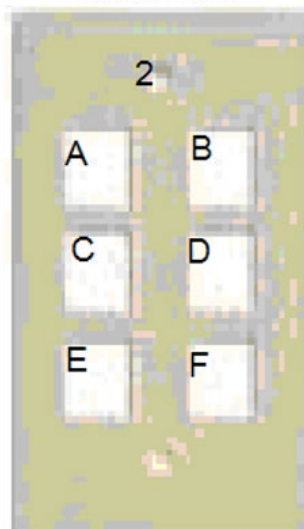
Note: Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site.

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.

Quad Plate



Hex Plate



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 _____

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

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

Exhibit F

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



United States
Department of
Agriculture

One Color - Black or White

Lessor _____ & Government _____

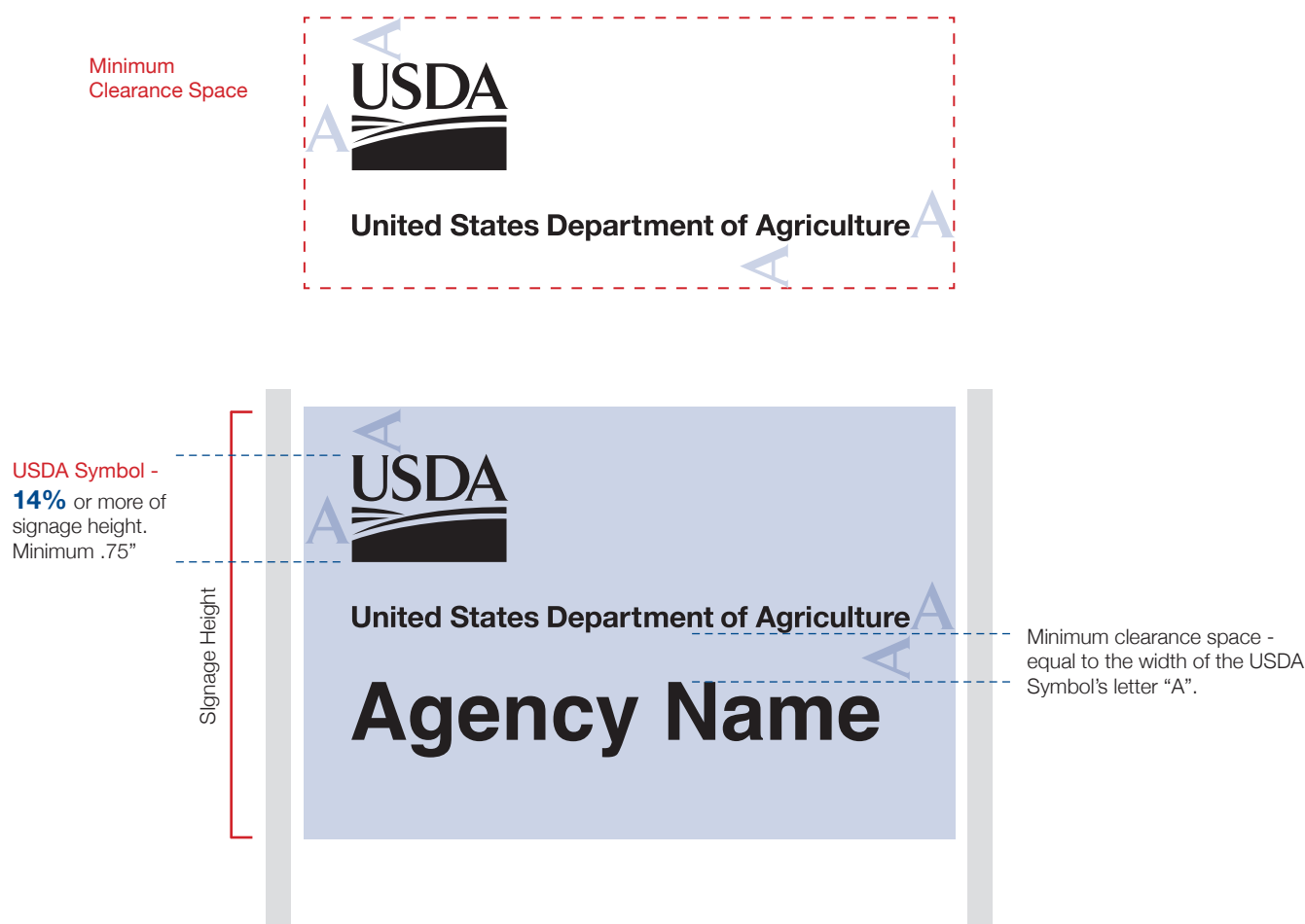
Signature Lockups

Exhibit F

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



Monumental Signage



Building-Mounted Signage

Lessor _____ & Government _____

Free-Standing Signage - **REQUIRED**

Exhibit F

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)**

Exhibit F

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



Lessor _____ & Government _____

Office Room Signage - **REQUIRED**

Exhibit F

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. 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

USDA Facility

Signature lockup must be positioned above all other names.



United States Department of Agriculture

Service Center

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

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

Department
name with
Agency name
on second line



XYZ Office Building

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

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.

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.

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)).

- 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/>.

GSA FORMS.
PLEASE FILL OUT COMPLETELY AND RETURN.

RLP ATTACHMENT

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 6th 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 6th 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.

RLP EXHIBIT

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING 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 6th 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)
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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> ?			

RLP EXHIBIT

PRELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

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: _____

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
	<hr/> Signature	<hr/> Date

	TENANT IMPROVEMENTS COST SUMMARY (TICS)			
	ADDRESS:		DATE SUBMITTED:	
		ABOA SF=		
LESSOR:		RENTABLE SF=		
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	Price to Government:		\$	
Notes: * 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		

LESSOR'S ANNUAL COST STATEMENT*Important - Read attached "Instructions"*

OMB Control Number: 3090-0086

Expiration Date: 11/30/2019

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)

2. Statement Date

3. Rental Area (Square Feet)

3A. Entire Building

3B. Leased by Government

4. Building Name and Address (Number, Street, City, State, and Zip Code)

**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	
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. Salaries			
6. Supplies (Wax, cleaners, cloths, etc.)			
7. Contract Services (Window washing, waste and snow removal)			
B. HEATING			
8. Salaries			
9. Fuel ("X" one) <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric			
10. System Maintenance and Repair			
C. ELECTRICAL			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair (Ballasts, Fixtures, etc.)			
D. PLUMBING			
15. Water (For all purposes) (Include Sewage Charges)			
16. Supplies (Soap, towels, tissues not in 6 above)			
17. System Maintenance and Repair			
E. AIR CONDITIONING			
18. Utilities (Include electricity, if not in C11)			
19. System Maintenance and Repair			
F. ELEVATORS			
20. Salaries (Operators, starters, etc.)			
21. System Maintenance and Repair			

G. MISCELLANEOUS (To the extent not included on Page 1)			
22. Building Engineer and/or Manager			
23. Security (<i>Watchperson, guards, not janitors</i>)			
24. Other (<i>Explain below</i>)			
25. Lawn and Landscaping Maintenance			
26. Other (<i>Explain below</i>)			
27. TOTAL			

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. Real Estate Taxes			
29. Insurance (<i>Hazard, Liability, etc.</i>)			
30. Building Maintenance and Reserves for Replacement			
31. Lease Commission			
32. Management			
33. TOTAL			

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.	34. Signature of: <input type="checkbox"/> Owner <input type="checkbox"/> Legal Agent		
TYPED NAME AND TITLE	SIGNATURE	DATE	
34A.	34B.	34C.	
35A.	35B.	35C.	

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.