USDA REQUEST FOR LEASE PROPOSALS NO. 57-42105-23-FA COUDERSPORT PA

Offers due by 05/02/2024

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

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

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

GLOBAL RLP– UPDATED MACROS
GSA TEMPLATE R100 (10/23)
FPAC TEMPLATE R100 V1 (OCT 2023)

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REQUEST FOR LEASE PROPOSALS NO. 57-42105-23-FA

Issued: March 22, 2024
GLOBAL RLP GSA TEMPLATE R100 (OCT 2023)
FPAC TEMPLATE R100 V1 (10/23)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (OCT 2023)

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

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

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

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

E. Offeror may not use Federal agency name(s) and/or acronym(s), e.g., United States Department of Agriculture, USDA, in the entity name that owns and/or leases the Space to USDA.

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

A. The Government is seeking a minimum of **3157** to a maximum of **3315** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF), yielding no more than **3788** rentable square feet (RSF), of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires surface/outside parking spaces, which must be secured and lit in accordance with the Security Requirements set forth in the Lease with cost of this parking as part of the rental consideration, as outlined below:

1. **3** parking spaces located next to (2) EVSE charging stations for government-owned vehicle parking, reserved for the exclusive use of the Government, of which at least one much be ABAAS / ADA accessible.

2. **9** parking spaces located near main entrance for customer/visitor vehicle parking, reserved for the exclusive use of the Government.

3. **9** parking spaces for employee vehicle parking. Parking spaces can be located on the Premises or within one-quarter (1/4) mile from the Premises and does not have to be reserved for the exclusive use of the Government. Additional costs for employee parking will not be considered.

D. INTENTIONALLY DELETED

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

F. The lease term shall be **10** Years, **5** Years Firm and **5** Years Soft with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **120** days' prior written notice.

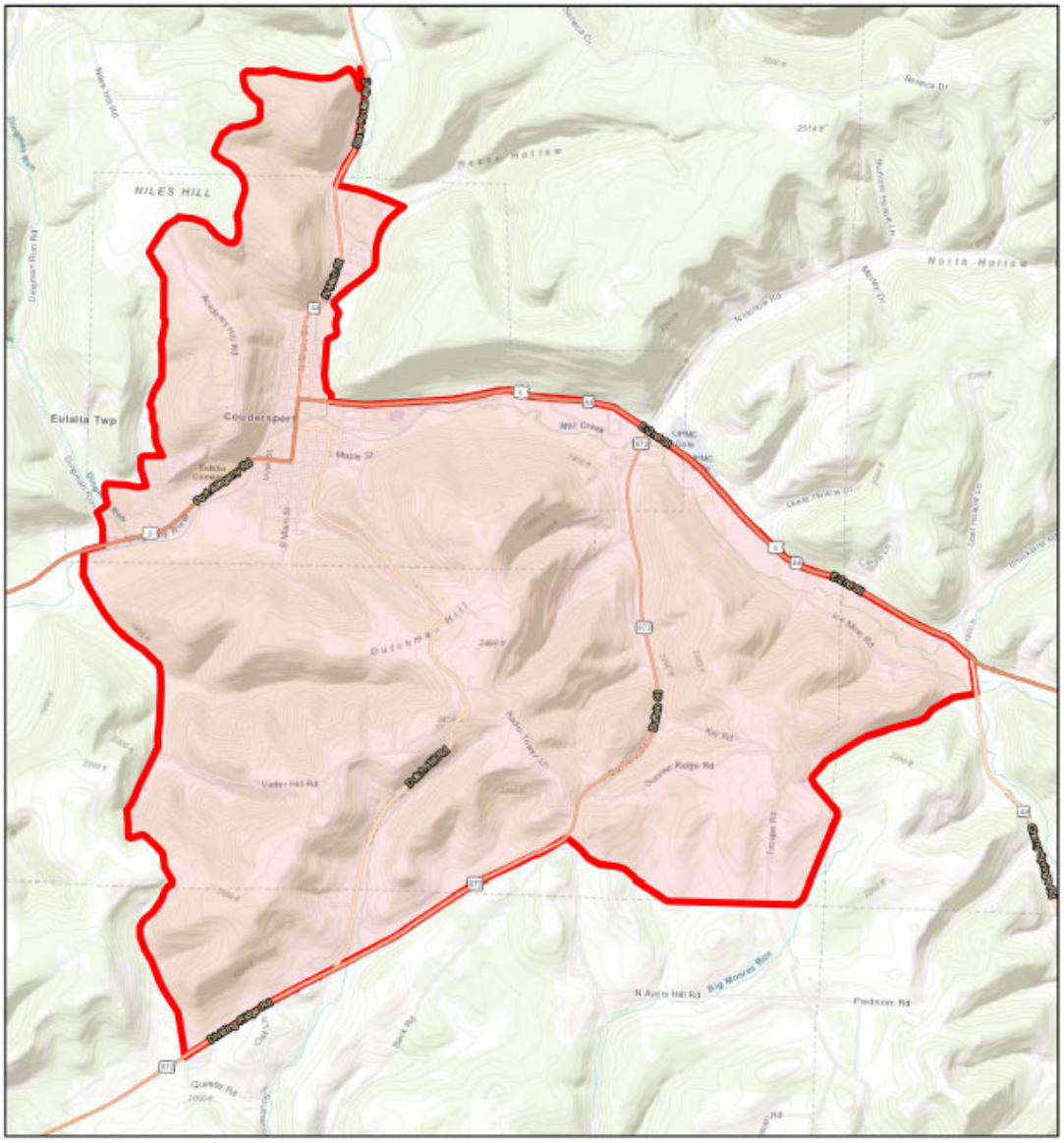
G. The Lease Term Commencement Date will be on or about **12/15/2025,** or upon acceptance of the Space, whichever is later.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows and shown on the map below:

- North: Beginning at Academy Hill Rd/Niles Hill Rd, to Niles Hill Rd, and ending at Niles Hill Rd/PA-44.
- East: Beginning at Niles Hill Rd/PA-44, to PA-44, Ave A, Highland Ln, Carp Park Rd, Woodlawn Ave, US-Hwy 6, and ending at US-Hwy 6/PA Rte 44.
- South: Beginning at US-Hwy 6/PA Rte 44 to Ice Mine Rd, Mitchell Hollow Rd, Town Line Rd, PA Rte 872 and ending at PA Rte 872/Dividing Ridge Rd.
- West: Beginning at Dividing Ridge Rd/Grom Hill Rd to Grom Hill Rd, T-325, US Hwy-6, Dingman Run Rd, Parkview St, Damascus St, Academy Hill Rd and ending at Academy Hill Rd/Niles Rd.

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



1.04 UNIQUE REQUIREMENTS (OCT 2021)

The offered Building and/or Property must have the following features as a minimum requirement:

A. Sub-leases are not allowed.
B. Free space will not be accepted.
C. Space shall be able to support, or can be modified to support, a high density rolling file storage system.
D. Parking lot must be able to accommodate pull-through parking for trucks with trailers.
E. All entries, parking areas, and drives shall be capable of supporting and accommodating maneuverability of trucks with trailers.
F. Space shall be contiguous.
G. Due to the public facing nature of this location (12' minimum customer service counter), first floor is preferred.
H. Lessor shall supply infrastructure to support Government's Electric Vehicle Charging Station (EVSE). Lessor's responsibility shall include power supply with meter and overcurrent protection to the equipment pad, equipment pad, bollards, and signage. Lessor shall prepare power supply to the site pad, then lock-out tag-out the power feed and keep in readiness for Government's EVSE supplier's installation.

1.05 INTENTIONALLY DELETED

1.06 LIST OF RLP DOCUMENTS (OCT 2023)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 57-42105-23-FA (Template L100)	40	RLP Attachment 1
GSA3516, Solicitation Provisions	7	RLP Attachment 2
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	RLP Attachment 3
Proposal to Lease Space (GSA Form 1364)	4	RLP Attachment 4
GSA Form 1217, Lessor's Annual Cost Statement	3	RLP Attachment 5
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	3	RLP Attachment 6
USDA Agency Specific Requirements (ASRs)	15	A
Concept Plan	1	A.1
USDA ADP Room and Wiring Guidelines	11	B
USDA Signage Requirements	11	C
Security Requirements for Level **I**	5	D
GSA 3517B, General Clauses	23	E
Tenant Improvement Cost Summary (TICS Table) (Complete all excel tabs)	4 – worksheet 1 – excel cover sheet	F
DOL Wage Determination (2/9/2024 – to be updated if DOL modifies prior to Lease award)	7	G

B. INTENTIONALLY DELETED

1.07 AMENDMENTS TO THE RLP (JUN 2012)

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

1.08 LEASE DESCRIPTION (OCT 2023)

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

B. The Lease contemplated by this RLP includes:

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

6. A description of all services to be provided by the Lessor.

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

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

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

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

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

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

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

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

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022)

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

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

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

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

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

1.12 AUTHORIZED REPRESENTATIVES (OCT 2020)

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

Lease LCO: Heather Schmitt | 724-482-5288 | Heather.Schmitt@usda.gov

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Lease Realty Specialist or Alternate Government Contact: Zisa Lubarov-Walton | Zisa.Lubarov-Walton@usda.gov

1.13 INTENTIONALLY DELETED

1.14 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023)

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120 (Exception).
B. The small business size standard for the applicable NAICS code is found HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.

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

2.02 FLOOD PLAINS (OCT 2022)

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

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

2.03 INTENTIONALLY DELETED

2.04 INTENTIONALLY DELETED

2.05 HISTORIC PREFERENCE (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions.

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

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

2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

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

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

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

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

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

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

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

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

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

2.06 ASBESTOS (OCT 2023)

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

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

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

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

E. The Government reserves the right to review Offeror’s existing records for compliance.

2.07 ACCESSIBILITY (SEP 2013)

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

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

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

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

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

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

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2023)

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

B. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, USDA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2023, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2024. Notwithstanding the above, buildings that meet any of the following are considered as equivalent to having an Energy Star label in the most recent year, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government:

1. All new Buildings being specifically constructed for the Government, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government, and received the "Designed to Earn the Energy Star®" certification prior to construction;

2. All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy;

3. Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; or

4. An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year.

ENERGY STAR® tools and resources can be found at HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES.

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

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;

2. The agency will remain in a Building it currently occupies;

3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or

4. The Lease is for 10,000 RSF or less.

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

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS) /Monitoring/Control System (EMCS).

2. Lighting Improvements.

3. Building Envelope Modifications.

4. Note: Additional information can be found on HTTPS://WWW.GSA.GOV/REAL-ESTATE/REAL-ESTATE-SERVICES/LEASING/SUSTAINABILITY-POLICIES under "Sustainability Policies."

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

F. Instructions for obtaining an ENERGY STAR® Label are provided at HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/EARN-RECOGNITION/ (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES. The ENERGY STAR® Building Upgrade Manual (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/SAVE-ENERGY/) and Building Upgrade Value Calculator (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/BUILDING-UPGRADE-VALUE-CALCULATOR) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

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

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

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

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

K. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

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

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

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

2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023)

A. Environmental Due Diligence.

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-21 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-21. Failure to submit the required study may result in dismissal from consideration.

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

B. National Environmental Policy Act.

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

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

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

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government.

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

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

2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2023)

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

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

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

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be minimized or reasonably mitigated, or where the level of NHPA analysis is more extensive than is acceptable to the Government.

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA's Qualification Requirements for Preservation Architects and Other Specialists*. These standards are available at: HTTPS://WWW.GSA.GOV/REAL-ESTATE/HISTORIC-PRESERVATION/HISTORIC-PRESERVATION-POLICY-TOOLS/. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within USDA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

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

3.02 RECEIPT OF LEASE PROPOSALS (OCT 2023)

A. Traditional method – E-mail.

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

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

   No later than **4:30pm EST** on the date specified below at the following email addresses:

Date:	**May 2, 2024**
Lease LCO Email Address:	Heather.Schmitt@usda.gov
Lease Realty Specialist or Alternate Government Contact Email Address:	Zisa.Lubarov-Walton@usda.gov

3. INTENENTIONALLY DELETED

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

5. INTENTIONALLY DELETED

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.

3.03 PRICING TERMS (OCT 2022)

Offeror shall provide the following pricing information with its offer:

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

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

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

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

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

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

5. INTENTIONALLY DELETED

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

7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. Note. Refer to the Lease document for additional guidance.

8. Adjustment for Vacant Leased Premises. Note. Refer to the Lease document for additional guidance.

9. INTENTIONALLY DELETED

10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

11. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Tenant Improvement Cost Summary (TICS) and supporting documentation (written quotes from TWO general contractors, or cost and pricing data (not certified cost and pricing data))

E. INTENTIONALLY DELETED

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

3.05 INTENTIONALLY DELETED

3.06 ADDITIONAL SUBMITTALS (OCT 2023)

Offeror shall also submit with its offer the following:

A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.

B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell and TI improvements. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.

C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.

D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.

E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.

F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:

1. Corporation. Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.

2. Partnership. Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.

3. Limited Liability Company. Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.

4. Joint Venture. Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.

G. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at HTTPS://WWW.NPS.GOV/SUBJECTS/NATIONALREGISTER/DATABASE-RESEARCH.HTM.

H. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

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

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

1. FPLS Submittal Information.

a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).

b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).

c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).

d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.

3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

S. INTENTIONALLY DELETED

T. INTENTIONALLY DELETED

U. INTENTIONALLY DELETED

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

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

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

requested prior to the request for final proposal revisions. If the Offeror requests any deviations, USDA at its sole discretion will make the decision whether to accept the deviation.

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

Z. INTENTIONALLY DELETED

AA. INTENTIONALLY DELETED

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

AC. INTENTIONALLY DELETED

AD. INTENTIONALLY DELETED

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)

A. Tenant Improvement Turnkey Pricing.

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

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

3.08 INTENTIONALLY DELETED

3.09 INTENTIONALLY DELETED

3.10 INTENTIONALLY DELETED

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to step rent increases in the GSA Form 1364.

3.12 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (OCT 2023)

It is the Government's intent to award without discussions. However, negotiations may be conducted on behalf of the Government by the USDA LCO or designated representative. When negotiations are conducted, USDA will negotiate the rental price for the initial term, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

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

4.02 HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (OCT 2023)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Evaluation Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC.

4.03 AWARD BASED ON PRICE (OCT 2023)

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

B. See FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, as listed under the attached GSA 3517, General Clauses.

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

4.04 INTENTIONALLY DELETED

4.05 INTENTIONALLY DELETED

4.06 INTENTIONALLY DELETED

4.07 INTENTIONALLY DELETED

4.08 INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022)

A. The Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

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

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

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

2. Free rent will not be accepted.

3. INTENTIONALLY DELETED

4. INTENTIONALLY DELETED

5. The gross annual price will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. INTENTIONALLY DELETED

7. To the gross PVC will be added:

   a. INTENTIONALLY DELETED

   b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

   c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

   d. INTENTIONALLY DELETED

   e. INTENTIONALLY DELETED

   f. INTENTIONALLY DELETED

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.10 AWARD (OCT 2023)

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

1. Lease No. **57-39147-23-FA** and any associated Lease amendments.
2. GSA 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.5. INTENTIONALLY DELETED

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

1.01 GENERAL INFORMATION (OCT 2023)
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022)
1.03 AREA OF CONSIDERATION (OCT 2021)
1.06 LIST OF RLP DOCUMENTS (OCT 2023)
1.08 LEASE DESCRIPTION (OCT 2023)
3.02 RECEIPT OF LEASE PROPOSALS (OCT 2023)
3.03 PRICING TERMS (OCT 2022)
3.06 ADDITIONAL SUBMITTALS (OCT 2023)
3.11 OPERATING COST REQUIREMETNS INCLUDED IN OFFER (JUN 2012)
4.01 NEGOTIATIONS (OCT 2023)
4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022)

5.02 INTENTIONALLY DELETED

LEASE NO. 57-42105-23-FA

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

A. This Lease is made and entered into between

Lessor's Name

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

The United States of America

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

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

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

[Address]

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

C. LEASE TERM

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

X Years, X Years Firm, X Years Soft

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

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

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: Lease Contracting Officer

United States Department of Agriculture

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.1 THE PREMISES (OCT 2022)

The Premises are described as follows:

A. Office and Related Space. **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**.

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

1.2 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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

A. Parking. Parking spaces as depicted on the plan attached hereto as Exhibit **XX** and further itemized below**,** shall be surface/outside parking spaces.

1. **XX** parking spaces located next to EVSE charging station (as applicable) for government-owned vehicle parking, reserved for the exclusive use of the Government.

2. **XX** parking spaces located near main entrance for customer/visitor vehicle parking, reserved for the exclusive use of the Government.

3. **XX** parking spaces for employee vehicle parking. Parking spaces can be located on the Premises or within one-quarter (1/4) mile from the Premises and does not have to be reserved for the exclusive use of the Government.

B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.3 RENT AND OTHER CONSIDERATION (OCT 2023)

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

	YEAR # - #	YEAR # - #
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$XXX,XXX.XX	$XXX,XXX.XX
OPERATING COSTS[2]	$ XXX,XXX.XX	$ XXX,XXX.XX
TENANT IMPROVEMENTS RENT[3]	$ XXX,XXX.XX	$ XXX,XXX.XX
TOTAL ANNUAL RENT[4]	**$XXX,XXX.XX**	**$XXX,XXX.XX**

[1]Shell rent reflects rental rates as follows:
(Firm Term) $**XX** per RSF, as rounded to the nearest penny.
(Non Firm Term) $**XX** per RSF, as rounded to the nearest penny.
[2]Operating Costs reflects a rate of $**XX** per RSF, as rounded to the nearest penny.
[3]Tenant Improvements of $**XX** are amortized at a rate of **X** percent per annum over **XX** years.
[4]Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

B. Parking shall be provided at a rate of $**XX** per parking space per month (structured/inside), and $**XX** per parking space per month (surface/outside).

C. In instances where the Lessor amortizes TI for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

D. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **XX** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.

E. INTENTIONALLY DELETED

F. INTENTIONALLY DELETED

G. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

H. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

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

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

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

J. INTENTIONALLY DELETED

1.4 INTENTIONALLY DELETED

1.5 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **XX** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.6 INTENTIONALLY DELETED

1.7 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2023)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
USDA AGENCY REQUIREMENTS (ASRS)	15	A
CONCEPT PLAN	1	A.1
USDA ADP ROOM AND WIRING GUIDELINES	11	B
USDA SIGNAGE REQUIREMENTS	11	C
SECURITY REQUIREMENTS LEVEL I	5	D
GSA 3517B GENERAL CLAUSES	23	E
TENANT IMPROVEMENT COST SUMMARY LIST (TICS TABLE) AND SHELL VS. TI WORKSHEET	4 – WORKSHEET 1 – EXCEL COVER SHEET	F
DOL WAGE DETERMINATION (2/23/2024)	7	G
FLOOR PLAN(S)	TBD	H
PARKING PLAN(S)	TBD	I
APPROVED SMALL BUSINESS SUBCONTRACTING PLAN (IF APPLICABLE)	TBD	J
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) **X**	TBD	K

1.8 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

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

B. INTENTIONALLY DELETED

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

1.9 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

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

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

1.16 INTENTIONALLY DELETED

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (OCT 2023)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements, as part of shell rent:

A. _____
B. _____
C. _____

1.19 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier (UEI)

UEI: **XXXXXXXXXXXX**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.1 DEFINITIONS AND GENERAL TERMS (OCT 2023)

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. General Contract Terms.

1. "Contract" means lease.

2. "Contractor" means Lessor.

3. "Days" means calendar days, unless specified otherwise.

4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.

5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

   a. Acts of God or of the public enemy,

   b. Acts of the United States of America in either its sovereign or contractual capacity,

   c. Acts of another contractor in the performance of a contract with the Government,

   d. Fires,

   e. Floods,

   f. Epidemics,

   g. Quarantine restrictions,

   h. Strikes,

   i. Freight embargoes,

   j. Unusually severe weather, or

   k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).

7. "Lease Term Commencement Date" means the date on which the lease term commences.

8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.

9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.

2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "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.

3. “Appurtenant Areas” means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g., parking areas).

4. “Broker” means USDA’s broker, if USDA awarded this lease using a contract real estate broker.

5. “Building” means building(s) situated on the property in which the premises are located.

6. “Commission Credit” means the amount of commission that is credited to the lease, if USDA’s broker agreed to forgo a percentage of its commission, in connection with the award of this lease.

7. “Common Area Factor (CAF)” means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

8. “Firm Term” means the part of the lease term that is not subject to termination rights.

9. “Non-Firm Term” means the part of the lease term following the end of the firm term, which is subject to termination rights.

10. “Premises” means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.

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

12. “Rentable Space or Rentable Square Feet (RSF)” means 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. Rentable space may include a share of 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. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

13. “Space” means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.2 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

2.3 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2022)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment by the LCO. Lease Amendments are not executed until signed by a USDA Lease Contracting Officer. The General Services Administration Acquisition Manual (“GSAM”) clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to Lease Amendments for alterations. All Lease Amendments are subject to the terms and conditions of this Lease and may ONLY be placed by the LCO.

B. INTENTIONALLY DELETED

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

D. INTENTIONALLY DELETED

2.4 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

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

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

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

2.5 INTENTIONALLY DELETED

2.6 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)

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

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

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

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

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

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of “All Awards” (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.7 INTENTIONALLY DELETED

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

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

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

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

2.9 INTENTIONALLY DELETED

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (OCT 2023)

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

1. A firm commitment of funds in an amount sufficient to perform the work.

2. If award is contingent upon Lessor's purchase of the property, provide proof of purchase/ownership.

3. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

4. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

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

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

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

2. Issuance of required permits for construction of the TIs.

2.11 INTENTIONALLY DELETED

2.12 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., United States Department of Agriculture, USDA, in its entity name that owns and/or leases Space to USDA.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.1 LABOR STANDARDS (OCT 2022)

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

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

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

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

3.2 WORK PERFORMANCE (JUN 2012)

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

3.3 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

3.4 INTENTIONALLY DELETED

3.5 WOOD PRODUCTS (OCT 2023)

A. Particle board, medium-density fiberboard, and hardwood plywood shall be free of formaldehyde and labeled as Toxic Substances Control Act (TSCA) Title VI compliant. Other wood types such as strawboard shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

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

3.6 ADHESIVES AND SEALANTS (OCT 2022)

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

3.7 BUILDING SHELL REQUIREMENTS (OCT 2016)

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

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

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

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

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

B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the Lease. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval are intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

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

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

3.9 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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

3.10 VESTIBULES (OCT 2020)

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

B. Where the lease shall be for full Government occupancy, or where the USDA suite contains exterior entrances, the Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (MAY 2015)

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

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

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

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

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

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

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 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 the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

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

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

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

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

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

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements.

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

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

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

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

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

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

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

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

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

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

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

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

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

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

3.15 ELEVATORS (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. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code. Elevators shall conform to the 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.

D. Speed. The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes. Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.16 BUILDING DIRECTORY (OCT 2021)

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

3.17 FLAGPOLE (SEP 2013)

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

3.18 DEMOLITION (JUN 2012)

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

3.19 ACCESSIBILITY (FEB 2007)

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

3.20 CEILINGS (OCT 2022)

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

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

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

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

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

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

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

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

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

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

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

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

3.22 DOORS: IDENTIFICATION (APR 2011)

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

3.23 WINDOWS (OCT 2020)

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

B. All exterior window assemblies shall be weather resistant and watertight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be 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.

3.24 PARTITIONS: GENERAL (OCT 2023)

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

3.25 PARTITIONS: PERMANENT (OCT 2023)

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

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

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

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

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

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.27 WALL FINISHES – SHELL (SEP 2015)

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

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

3.28 PAINTING – SHELL (OCT 2022)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (OCT 2022)

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

B. Durable non-slip flooring shall be used in all restroom and service areas of Government-occupied floors.

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

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

E. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

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

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

3.32 BUILDING SYSTEMS (APR 2011)

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

3.33 ELECTRICAL (OCT 2023)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution system (all required electrical infrastructure up to and including the electrical panels enclosed in the electrical room as described in this section along with all electrical infrastructure needed to power appurtenances and the duplex utility outlets as described in Part C) for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

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

3.34 INTENTIONALLY DELETED

3.35 PLUMBING (JUN 2012)

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

3.36 DRINKING FOUNTAINS (OCT 2023)

On each floor of Government-occupied Space, the Lessor shall provide drinking fountain(s) 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. The Lessor shall provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation shall require compliance with 602.1 through 602.6 for the accessible fountain and 602.7 for the non-accessible fountain. 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. The ABAAS height water fountain shall be supplied with a bottle filler.

3.37 RESTROOMS (OCT 2022)

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

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

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

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

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

E. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.

2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.

3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.

4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.

5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.

6. A disposable toilet seat cover dispenser.

7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

8. A floor drain.

9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 INTENTIONALLY DELETED

3.39 JANITOR CLOSETS (SEP 2015)

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

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2023)

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

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

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

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

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.

F. For all refrigerant-containing equipment (i.e., containing chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs)), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must comply with EPA's Section 608 refrigerant management regulations. The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Where practicable, the Lessor is encouraged to use a MERV 13 air filter or the highest-level filter that is compatible with the HVAC system. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at HTTPS://WWW.EPA.GOV/GREEN-BOOK.

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

I. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (OCT 2023)

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

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

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

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

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

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

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

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

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

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2023)

Note. For pricing estimating purposes, fixtures will be installed at the average ratio of 1 fixture per 80 ABOA SF.

A. Interior Fixtures**.** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed to match the other luminaries in the Space as either ceiling grid or pendant mounted for an open-office plan. Newly installed lighting must use LED fixtures with replaceable dimmable drivers. The dimmable drivers must use 0-10V or digital control signals and shall be compatible with any existing control systems. 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.

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

D. Daylighting Controls. For leases 10,000 rentable SF or greater, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in workspaces.

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

F. Building Perimeter.

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

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

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

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

I. Exterior Power Backup**.** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

J. Video Surveillance System (VSS). Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

K. Lighting Control. All lighting controls and programming for indoor and outdoor lighting shall comply with local energy codes.

3.44 ACOUSTICAL REQUIREMENTS (OCT 2022)

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

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

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

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

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

3.45 INTENTIONALLY DELETED

3.46 INTENTIONALLY DELETED

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)

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

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

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

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

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

3.48 INTENTIONALLY DELETED

3.49 INTENTIONALLY DELETED

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)

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

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

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

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

E. Flush-Out Procedure.

1. For leases 10,000 RSF or greater:

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

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

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

   d. The Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

2. For leases less than 10,000 RSF, the Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

3.51 SYSTEMS COMMISSIONING (OCT 2023)

A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. Recommissioning is required to ensure that the systems are operating properly during the Lease term if Building systems are impacted by alterations. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor shall submit a written commissioning plan prior to completion of CDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:

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

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

C. The Lessor shall submit a final commissioning report once tenant improvements are completed. The report shall include results and supporting documentation for each section of the commissioning plan. The final report shall be provided to the LCO or designated representative within 60 days after substantial completion.

3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (OCT 2023)

A. Environmental Due Diligence. Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-21, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

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

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

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other

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

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

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

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.1 SCHEDULE FOR COMPLETION OF SPACE (OCT 2023)

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

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

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

1. Level 1 (included in Shell rent).

   a. Cover Sheet;
   b. Demolition Plan (if applicable);
   c. Construction (Partition) Plan;
   d. Power/Communication (Electrical) Plan;
   e. Furniture Plan (generic); and
   f. Finish Plan.

C. Government review and approval of Lessor-provided DIDs. The Government must notify the Lessor of DID approval not later than **15** Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs). The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **20** Working Days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify USDA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs. The Government shall have **15** Working Days to review CDs prior to issuing a Notice to Proceed (NTP). At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. INTENTIONALLY DELETED

G. INTENTIONALLY DELETED

H. INTENTIONALLY DELETED

I. Construction of TIs and completion of other required construction work. The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **180** Working days following issuance of NTP. Coordination and installation of Government furniture, fixtures and equipment that may impact the issuance of the Certificate of Occupancy shall be included in the schedule above.

4.2 CONSTRUCTION DOCUMENTS (OCT 2023)

As required by LCO, the Lessor's CDs shall include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs may also include signage, audio/visual, IT, furniture, and other specialties. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.3 INTENTIONALLY DELETED

4.4 INTENTIONALLY DELETED

4.5 GREEN LEASE SUBMITTALS (OCT 2023)

The Lessor shall submit to the LCO or designated representative:

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

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

C. INTENTIONALLY DELETED

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

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

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

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

F. INTENTIONALLY DELETED

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

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

I. Submittal(s) as may be required by the “Systems Commissioning” paragraph in the Lease.

J. INTENTIONALLY DELETED

K. INTENTIONALLY DELETED

4.6 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2022)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **10** Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have subcontractor representatives including its architects, engineers, general contractor and subcontractors’ representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.7 PROGRESS REPORTS (OCT 2023)

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

4.8 CONSTRUCTION INSPECTIONS (OCT 2023)

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

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

4.9 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)

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

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

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

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

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

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

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

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

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

4.12 AS-BUILT DRAWINGS (OCT 2021)

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

4.13 INTENTIONALLY DELETED

4.14 INTENTIONALLY DELETED

4.15 LESSOR’S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2023)

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

1. Legal fees

2. Travel costs

3. Insurance, e.g., performance bonds, builder's risk, general liability, etc.

4. Home office overhead and other indirect costs

5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.

6. Municipal, county, or state fees, including sales tax and construction permits associated with TI buildout.

7. TI proposal preparation costs

8. Lessor's labor costs related to the management of the TI build-out. This includes, but is not limited to, progress reports, schedule management, meeting attendance, distribution of construction meeting minutes, on-site job supervision.

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

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;

2. Monitor performance of the general contractor and other subcontractors, control schedules, and oversee financial accounts;

3. Conduct and document design and construction project meetings;

4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;

5. Maintain Request for Information (RFI), submittal, and change order logs; and

6. Provide technical expertise (e.g., testing, estimating, resolving claims, or responding to inquiries).

4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2023)

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.1 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

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

5.2 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)

With respect to the following bulleted paragraphs, the Government accepts the tenant improvements in their existing condition. Notwithstanding this acceptance, the requirements under these paragraphs shall pertain to future repair or replacement due to maintenance or alterations performed throughout the term of the Lease.

A. DOORS: INTERIOR
B. DOORS: HARDWARE
C. PARTITIONS; SUBDIVIDING
D. HEATING AND AIR CONDITIONING
E. ELECTRICAL: DISTRIBUTION
F. LIGHTING: INTERIOR AND PARKING – TI

5.3 FINISH SELECTIONS (SEP 2015)

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

5.4 WINDOW COVERINGS (OCT 2023)

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

B. INTENTIONALLY DELETED

5.5 DOORS: SUITE ENTRY (OCT 2022)

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

5.6 DOORS: INTERIOR (OCT 2022)

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

5.7 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike

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

5.8 DOORS: IDENTIFICATION (JUN 2012)

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

5.9 PARTITIONS: SUBDIVIDING (OCT 2023)

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

B. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

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

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

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

5.10 WALL FINISHES (OCT 2019)

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

A. Commercial grade, weighing not less than 13 ounces per square yard.

5.11 PAINTING – TI (OCT 2022)

A. Prior to acceptance, all surfaces within the Space which are designated by USDA for painting shall be newly finished in colors and type of paint acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2023)

A. Carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired / tiles replaced 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. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

2. Performance requirements for modular tile.

a. Static. Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability. Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test. Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density. NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

Note. Testing must be performed in a NVLAP accredited laboratory.

3. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

4. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

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

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

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

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

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

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

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

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.17 DATA DISTRIBUTION (OCT 2020)

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

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

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

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/subcontractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around

the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets..

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

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

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

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

B. Pendant Style Fixtures. If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

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

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

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

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

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

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

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

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

6.2 UTILITIES (OCT 2022)

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

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

6.3 INTENTIONALLY DELETED

6.4 INTENTIONALLY DELETED

6.5 HEATING AND AIR CONDITIONING (OCT 2022)

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

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

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

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

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

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

G. INTENTIONALLY DELETED

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

6.6 OVERTIME HVAC USAGE (OCT 2023)

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

B. When the cost of service is at or below the micropurchase threshold, as defined under FAR subpart 2.101, the service may be ordered orally by a Government Purchase Card Holder. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services exceeding the micropurchase threshold shall be placed by a LCO. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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

6.7 JANITORIAL SERVICES (OCT 2021)

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

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

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

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

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

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

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

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

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

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

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

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

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

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at HTTPS://WWW.EPA.GOV/IPM/INTRODUCTION-INTEGRATED-PEST-MANAGEMENT.

6.8 INTENTIONALLY DELETED

6.9 INTENTIONALLY DELETED

6.10 SNOW REMOVAL (OCT 2020)

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

6.11 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)

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

inspection certificates shall be displayed as appropriate. Upon request, copies of all records in this regard shall be forwarded to the Government's designated representative.

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

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

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

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **5** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

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

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

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **7** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

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

6.13 ASBESTOS ABATEMENT (OCT 2021)

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

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

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

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with USDA personal identity verification requirements, identified in USDA Department Manual DM 4620-002, Common Identification Standard for U.S. Department of Agriculture (USDA). The Lessor can find the policy and additional information at HTTPS://WWW.USDA.GOV/DIRECTIVES/DM-4620-002. 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 USDA HSPD-12 policy.

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

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

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

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

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

6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

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

6.17 INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

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

6.19 RECYCLING AND COMPOSTING (OCT 2023)

A. INTENTIONALLY DELETED.

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

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

D. INTENTIONALLY DELETED

E. The Lessor is encouraged to establish a composting program for food waste and organics where local markets for commercial organic materials exist.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

6.21 INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (OCT 2023)

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. The Lessor shall provide written results of any testing along with recommendations to USDA.

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 GSA 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.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

H. 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).

6.23 RADON IN AIR (OCT 2023)

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels." For further information on radon, go to HTTP://WWW.EPA.GOV/RADON.

B. Testing Procedures. For the purposes of this paragraph, the following testing procedures shall be used when space planned for occupancy by the Government is located at or below grade level:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

C. Initial Testing.

1. The Lessor shall:

a. Test for radon any portion of Space planned for occupancy by the Government at or below grade level;

b. Report the results to the LCO upon award; and

c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph B.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph B.2, in addition to the standard test.

3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

D. Additional Testing.

1. After a major disturbance (e.g., earthquake, road construction, seismic shift, etc.) or a construction or renovation project that could impact radon gas levels in the building (e.g., building foundation, subsurface plumbing, basement structure, or negative changes to the building air pressure, etc.), the Lessor shall:

a. Re-Test for radon that portion of Space occupied by the Government at or below grade level;

b. Report the results to the LCO; and

c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing Sequence. The Lessor shall measure radon by the standard test outlined in paragraph B.1, completing the test not later than 150 days after the event outlined in D.1.

E. Corrective Action Program.

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.

c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.

2. The Lessor shall perform the standard test in sub-paragraph B to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph B to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

6.24 RADON IN WATER (JUN 2012)

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

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

6.25 HAZARDOUS MATERIALS (OCT 2023)

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, substances, and wastes.

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

C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS). To view the current list of EPA standards and ecolabels that either restrict or eliminate the use of PFAS in certified products, visit HTTPS://WWW.EPA.GOV/GREENERPRODUCTS/

6.26 MOLD AND WATER INTRUSION (OCT 2023)

A. Actionable Condition. An actionable condition is defined as either:

1. 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, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph A.

C. Within 48 hours following a water intrusion event, such as a flood, plumbing leak, heavy rain, etc., whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage per the EPA: Mold in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008) and the current version of ANSI/IICRC: S500 Standard for Professional Water Damage Restoration using a qualified professional. Specific remediation methods shall be based on the water class and category defined by ANSI/IICRC. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for actionable conditions; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in water intrusion and mold assessments. The Lessor shall promptly furnish water intrusion and the mold assessment report to the Government. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide USDA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of an actionable condition. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

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

6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)

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

6.28 FLAG DISPLAY (OCT 2016)

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

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.1 SECURITY REQUIREMENTS (OCT 2021)

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

7.2 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

1.2	EXPRESS APPURTENANT RIGHTS (SEP 2013)
1.3	RENT AND OTHER CONSIDERATION (OCT 2023)
1.7	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2023)
1.8	TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)
2.1	DEFINITIONS AND GENERAL TERMS (OCT 2023)
2.3	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2022)
2.9	OPERATING COST ADJUSTMENTS (JUNE 2012)
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (OCT 2023)
2.12	ENTITY NAME (OCT 2023)
3.3B	EXISTING, FIT-OUT, SALVAGED, OR REUSED BUIDLING MATERIALS (OCT 2019)
3.5	WOOD PRODUCTS (OCT 2023)
3.6	ADHESIVES AND SEALANTS (OCT 2022)
3.9	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)
3.10	VESTIBULES (OCT 2020)
3.24	PARTITIONS: GENERAL (OCT 2023)
3.25	PARTITIONS: PERMANENT (OCT 2023)
3.26	INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2022)
3.28	PAINTING – SHELL (OCT 2022)
3.30	FLOOR COVERING AND PERMINETERS – SHELL (OCT 2022)
3.32	BUILDING SYSTEMS (APR 2011)
3.36	DRINKING FOUNTAINS (OCT 2023)
4.1	SCHEDULE FOR COMPLETION OF SPACE (OCT 2023)
4.2	CONSTRUCTION DOCUMENTS (OCT 2023)
4.15	LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2023)
5.3	FINISH SELECTIONS (SEP 2015)
5.12	FLOOR COVERINGS AND PERIMETERS (OCT 2023)
5.17	DATA DISTRIBUTION (OCT 2020)
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)
6.5	HEATING AND AIR CONDITIONING (OCT 2022)
6.6	OVERTIME HVAC USAGE (OCT 2023)
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)
6.19	RECYCLING AND COMPOSTING (OCT 2023)
6.26	MOLD AND WATER INTRUSION (OCT 2023)

7.3 INTENTIONALLY DELETED

7.4 INTENTIONALLY DELETED

7.5 INTENTIONALLY DELETED

7.6 INTENTIONALLY DELETED

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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

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

(2) Late proposals and revisions.

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

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 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 after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

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

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

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

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and

(iii) A summary of the rationale for award.

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

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

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

3. 552.270-3 PARTIES TO EXECUTE LEASE (JUN 2011)

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

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

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

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

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

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

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

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

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

5. 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

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

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

6. 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.t
(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.

7. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

See https://www.sam.gov for information on registration.

8. 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.* (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)*(https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

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 (NOV 2021)

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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(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) *Representation.* 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.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

PROPOSAL TO LEASE SPACE *(See Paperwork Reduction Act Statement in Section V)*	This Offer is in response to Request for Lease Proposals (RLP) Number: 57-42105-23-FA	**OMB Control Number: 3090-0086** **Expiration Date: 1/31/2026**

SECTION I - BUILDING OVERVIEW

1. Building Name	2. Building Street Address
3. City, State and 9-Digit ZIP Code	4. Number of Floors in Building

5. Total Rentable Square Feet (RSF) in Building _____	6. Total ANSI/BOMA Occupant Area (ABOA) Square Feet (SF) in Building	7. Building Common Area Factor (CAF)
Building Space Breakout a. General Purpose/Office: _____ b. Warehouse: _____ c. Other: _____		

8. Total Building Parking Under Offeror's Control

a. Total Surface _____ b. Total Structured _____ c. Is all the parking onsite? ☐ YES ☐ NO d. Number of spaces required by local code, if applicable: _____

(*Parking spaces and associated costs offered to meet the requirements outlined in the RLP shall be detailed in Box 20).*

SECTION II - PRIMARY OFFER DETAILS

9. ABOA SF of Offered Space	10. RSF of Offered Space	11. CAF of Offered Space	12. Floor(s) and/or Suite(s) of Offered Space

13. Full Term of the Lease	14. Firm Term of the Lease	*After the Firm Term, the Government may terminate the Lease by providing advanced written notice to the Lessor. Indicate the minimum number of days the Government must provide prior written notice by.*	15. Number of Days Notice
_____ Months	_____ Months		_____

RENT TABLE *Enter initial rental figures only. Scheduled step rents for Shell rent and Parking rates must be entered in Section VI, Addendum.*	**X. Annual Rent**	**Y. Annual Rate $ Per RSF**	**Z. Annual Rate $ Per ABOA SF**
16. Shell Rent The initial Shell Rent is a total annual dollar amount of → Does the initial Shell Rent offered change during the term of the lease? ☐ YES ☐ NO			
17. Operating Costs *(Refer to Line 27 on the GSA 1217)* The Operating Cost base is a total annual dollar amount of →			
18. Tenant Improvement (TI) Rent a. TI Allowance per ABOA SF: $ _____ (stated in RLP; leave blank for turnkey) b. Total TI: $ _____ *('a' above multiplied by offered ABOA SF or turnkey price)* c. Amortization Interest Rate: _____ % d. Amortization Period in Months: _____			
19. Building Specific Amortized Capital (BSAC) Rent a. BSAC Amount per ABOA SF: $ _____ *(if stated in RLP)* b. Total BSAC: $ _____ *('a' above multiplied by offered ABOA SF or total cost)* c. Amortization Interest Rate: _____ % d. Amortization Period in Months: _____			
20. Parking Required by the RLP a. General Surface: $ _____ per space per month b. Number of Spaces Offered: _____ c. General Structured: $ _____ per space per month d. Number of Spaces Offered: _____ e. Reserved Surface: $ _____ per space per month f. Number of Spaces Offered: _____ g. Reserved Structured: $ _____ per space per month h. Number of Spaces Offered: _____	$0.00		
21. Rent for Non-Standard Circumstances *The RLP requires a non-standard rental component applicable only under specific conditions outlined in the Lease called:* Not Applicable			
22. TOTAL INITIAL RENT			

23. Fee Schedule

The RLP outlines how fees may apply. Fees are not applicable for turnkey pricing.

a. Architectural/Engineering fees will be *(choose one):*

☐ Percent of Total Construction Costs: _____ %

☐ Dollar Amount per ABOA SF: $ _____

☐ Flat Fee: $ _____

b. Lessor's Project Management fee will be:

Percent of Total Construction Costs

_____ %

SECTION III - ADDITIONAL FINANCIAL ASPECTS OF THE OFFER

24. Are you offering free rent?
☐ YES ☐ NO

a. If yes, enter the number of free months being offered.
_____ months

b. What rent components are included in the free rent?
☐ Shell ☐ TI ☐ Parking
☐ Operating Costs ☐ BSAC ☐ Non-Standard

25. Are you offering free space?
☐ YES ☐ NO

a. If yes, how much free space, in addition to the space offered in Box 9 above, is being offered?
_____ ABOA SF

26. Are you offering renewal options?
☐ YES ☐ NO

If yes, fill out 'Renewal Options' in Section VI, Addendum.

27. Commissions
If applicable, enter the commission distribution and ATTACH BROKER COMMISSION AGREEMENT.

a. Tenant's Representative Commission _____ %
b. Owner's Representative Commission _____ %

28. Adjustment for Vacant Premises
$ _____ per ABOA SF

29. Adjustment for Reduced Services
$ _____ per ABOA SF

30. Tax Parcel Percent of Government Occupancy
a. RSF of Tax Parcel _____ RSF
b. Percent of Occupancy _____ %

Explain complex tax parcel arrangements in Section VI, Addendum.

31. Heating, Ventilation, and Air Conditioning (HVAC) Overtime Rate

a. $ _____ rate per hour -PER-

b. Select one of the options below:
☐ Zone ☐ Floor ☐ Space

c. Total Number of Zones, Floors, or Spaces
_____

d. If the Government used 1 hour of overtime HVAC for the entire offered space, it would owe:
(Multiply 31a times 31c)
_____

SECTION IV - BUILDING AND PROPERTY INFORMATION

32. In what year was the original building construction completed and ready for initial occupancy? _____

33. Provide the year and a brief description of the last major building renovation, if applicable.

34. Select the approximate level of construction necessary to meet the building shell requirements:

☐ a. Improvements to the existing Building will be required to meet the Lease shell requirements.
The total approximate construction cost to achieve Lease shell standards is: $ _____

☐ b. The Building already meets all the Lease shell requirements; no improvements are necessary.

☐ c. The requirements of the Lease will be satisfied through the construction of a new building.
Land Site Size: _____ ☐ SF or ☐ Acres *(Choose one)*
Total Land Costs: $ _____

35. What are the Building's normal hours of operations for HVAC included in the Operating Costs?

Monday - Friday	Saturday	Sunday
Start	Start	Start
End	End	End

36. With regard to Fire Protection and Life Safety:

☐ a. The Property meets the Lease fire protection/life safety standards.
☐ b. The Property will be improved to meet the Lease fire protection/life safety standards.
☐ c. The Property does NOT meet the Lease fire protection/life safety standards and will NOT be upgraded.

37. With regard to Accessibility (Architectural Barriers Act Accessibility Standard - ABAAS):

☐ a. The Property meets the Lease accessibility standards.
☐ b. The Property will be improved to meet the Lease accessibility standards.
☐ c. The Property does NOT meet the Lease accessibility standards and will NOT be upgraded.

38. With regard to Asbestos-Containing Material (ACM): *(Select all that apply)*

☐ a. The Building contains no ACM.
☐ b. The Building contains undamaged, nonfriable ACM.
☐ c. The Building contains thermal system insulation ACM which is not damaged or subject to damage by routine operations.
☐ d. The Building contains ACM that does not fall within any of the above categories.
☐ e. The Building contains ACM; abatement will be completed prior to occupancy.

39. With regard to Flood Plains:

☐ a. The Property is in a base (100 year) floodplain.
☐ b. The Property is in a 500 year floodplain.
☐ c. The Property is NOT in a floodplain.

40. With regard to Seismic Safety of the Building:

- ☐ a. The RLP does NOT contain seismic requirements.
- ☐ b. The Building either fully meets RLP seismic requirements or meets an exemption.
- ☐ c. The Building will be retrofitted to meet RLP seismic requirements it does not currently meet.
- ☐ d. The Building will be constructed to meet RLP seismic requirements.
- ☐ e. The Building will NOT meet RLP seismic requirements.

41. With regard to ENERGY STAR®:

- ☐ a. The Property has received the ENERGY STAR® Label within the past twelve months.

  Date *(MM/DD/YYYY)*: _____

- ☐ b. The Property has NOT received the ENERGY STAR® Label within the past twelve months but falls into one of the following categories:
  - ☐ i. New construction
  - ☐ ii. Existing building that cannot obtain label due to insufficient occupancy
  - ☐ iii. Meets one of the statutory exceptions below:
    - ☐ (1) The agency would remain in the building it currently occupies.
    - ☐ (2) The Lease would be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places.
    - ☐ (3) The Lease is for 10,000 RSF or less.

With regard to offerors falling into a statutory exception category above, the Offeror has evaluated energy efficiency and conservation improvements and has determined:

- ☐ (i) Cost effective improvements have been identified and are attached to this offer.
- ☐ (ii) There are no cost effective improvements. Supporting documentation is attached to this offer.

42. With regard to Historic Preference:

a. Is the Building a Historic Property? ☐ YES ☐ NO

b. Is the Building within an Historic District? ☐ YES ☐ NO

43. With regard to Historically Underutilized Business Zones (HUBZone) Price Evaluation Preference:

- ☐ a. I am a HUBZone Small Business Concern (SBC) Offeror and I elect to waive the price evaluation preference.
- ☐ b. I am a HUBZone SBC Offeror and I do NOT waive the price evaluation preference.
- ☐ c. I am NOT a HUBZone SBC Offeror. The question does not apply.

SECTION V - OWNER IDENTIFICATION AND OFFEROR CERTIFICATION

44. Recorded Owner Name	45. Owner Street Address	46. City, State and 9-Digit ZIP Code	47. Unique Entity Identifier (UEI)
48. Offeror Name	49. Offeror Street Address	50. City, State and 9-Digit ZIP Code	51. Contact Information a. Email _____ b. Telephone _____

52. Offeror's Interest in the Property ☐ Owner *(Offeror and Recorded Owner are the same person)* ☐ Agent / Broker ☐ Other *(Explain if Other is selected)*

By submitting this offer, the offeror agrees to lease the premises described within the offer to the United States of America upon the Lease Contracting Officer's acceptance of the offer. The offeror acknowledges they have read and fully understand the Request for Lease Proposals and agrees to honor the terms and conditions specified in their offer and to full compliance with and acceptance of the Request for Lease Proposals and its attachments.

By signing this form, you acknowledge having read the RLP with attachments in its entirety. No deviations are allowed unless authorized by the Lease Contracting Officer (LCO).

53. Does your offer request any deviation from the RLP? ☐ NO ☐ YES - I request a deviation from the LCO

Offeror's Signature	Date Signed

PAPERWORK REDUCTION ACT STATEMENT

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2.3 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

SECTION VI - ADDENDUM

A. Step Rent

Shell Rent and Parking steps should be detailed if the initial amount stated in the Rent Table above does NOT remain the same for the full term of the Lease. Shell Rent step amounts should be stated in Annual Rent for the entire Leased space. Parking step rents should be stated as a dollar amount per space per month.

Rent Type	Beginning Year	Through Year	Amount Will Be ($)	Per

Add a Step Rent Remove a Step Rent

B. Renewal Options

Renewal Options are optional unless required by the RLP. Only renewal options that are required by the RLP will factor into the Government's financial analysis of the Offer.

Option Number	Duration in Years	Annual Shell Rate per RSF	Number of Days Notice to Exercise Option

Add an Option Remove an Option

C. Additional Tax Parcel Information

Is the offered space part of multiple tax bills or multiple buildings on a single tax parcel? ☐ YES ☐ NO

If 'YES', use the boxes below to account for the total number of buildings, associated RSF, and tax parcel associated with the overall space offered to the Government. Attach the legal description(s) of the offered property/properties as part of your overall RLP submission.

Building	Building RSF	Tax Parcel	Tax Parcel ID Number

Add a Building/Tax Parcel Remove a Building/Tax Parcel

D. Additional Remarks or Conditions with Respect to this Offer

Any deviations from the RLP requirements must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

LESSOR'S ANNUAL COST STATEMENT

Important - Read attached "Instructions"

OMB Control Number: 3090-0086
Expiration Date: 12/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)		2. Statement Date
57-42105-23-FA | Coudersport PA		
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)* ☐ Oil ☐ Gas ☐ Coal ☐ 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 *(Watchperson, guards, not janitors)*			
24. Social Security Tax and Workperson's Compensation Insurance			
25. Lawn and Landscaping Maintenance			
26. Other *(Explain on separate sheet)*			
27. TOTAL			

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

28. Real Estate Taxes			
29. Insurance *(Hazard, Liability, etc.)*			
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: ☐ Owner	☐ 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.

57-42105-23-FA RLP ATTACHMENT 6

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.

57-42105-23-FA RLP ATTACHMENT 6

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)

☐ Restaurants	☐ Laboratories	☐ Storage	☐ Retail	☐ Parking Garage	☐ Other (list)

IV. AUTOMATIC FIRE SPRINKLER SYSTEM

Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
a. Is an automatic fire sprinkler system installed throughout the building?			
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*?			

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, *National Fire Alarm and Signaling Code?*			

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. ADDITONAL 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: _____

EXHIBIT A
USDA Agency Specific Requirements
Lease Number: 57-42105-23-FA
Coudersport, PA

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. **NOTE: NRCS staff numbers might reflect non-USDA partners where NRCS provides workspace to partners through separate agreement.*

TOTAL USDA PERSONNEL:	**4**	**5**	**9**
	FSA	NRCS	
SPACE TYPE			**SQUARE FOOTAGE NEEDED**
2 PRIVATE OFFICES (120 sf each +/-)	120	120	240
OPEN OFFICE AND CIRCULATION AREA (5 work stations at +/- 80SF (2 FSA and 3 NRCS) | 1 touch-down station at +/- 24SF (1 FSA and 1 NRCS))	184	264	1334
CONFERENCE ROOM	133	167	300
BREAK ROOM	67	83	150
RECEPTION AREA	67	83	150
MAIL/COPY AREA	67	83	150
ADP ROOM	44	56	100
CONSULTATION/HUDDLE ROOM	36	44	80
CONSULTATION/HUDDLE ROOM	36	44	80
File Room	133	167	300
Lactation / Wellness	44	56	100
MUD ROOM	0	100	100
Rolling files	0	73	73
MINIMUM ABOA (Space Used by USDA Only):			**3157**
MAXIMUM ABOA (Space Used by USDA Only):			**3315**
MAXIMUM RSF (includes common areas such as bathrooms, utility rooms, vestibules, and other space shared with non-USDA tenants):			**3788**
Government Vehicle Reserved Parking Needed (of which (1) shall be ABAAS / ADA compliant:			3
Customer Reserved Parking Needed:			9
Employee Unreserved Parking Needed:			9

LESSOR: _____ GOVERNMENT: _____

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.

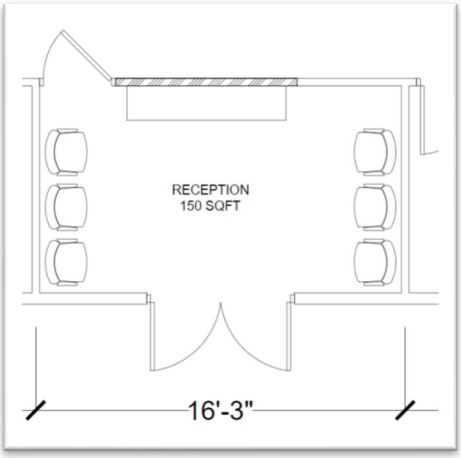
2. Flooring, wall coverings, and window coverings according to Lease.

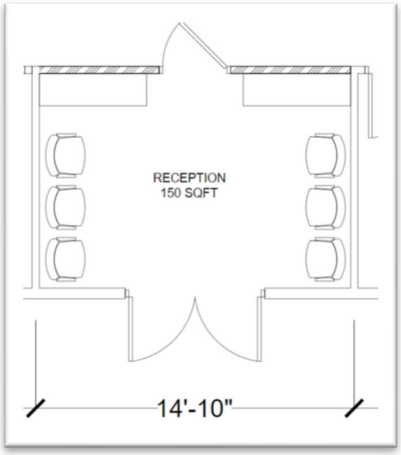
3. Provide power and data ports along the inside (USDA-suite facing side) of the customer service counter and window.

4. Keying / entry requirements: On the door between the reception area and the USDA-internal office area, provide storeroom function cipher lock with keyed override on masterkey with the rest of the USDA suite. Door shall be self-closing.

5. See Physical Security requirements below for security, counter, keying, and sight line design requirements.

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 shall be provided to provide visibility to the open office and allow daylight to penetrate through while allowing the option for privacy.

1. Sound Transmission Class rating as specified in Lease.

2. Greater of three (3) double electrical outlets or local code.

3. Two (2) quad telecommunication outlets, on opposite sides of the room.

4. Three (3) coat hooks on the wall next to the door.

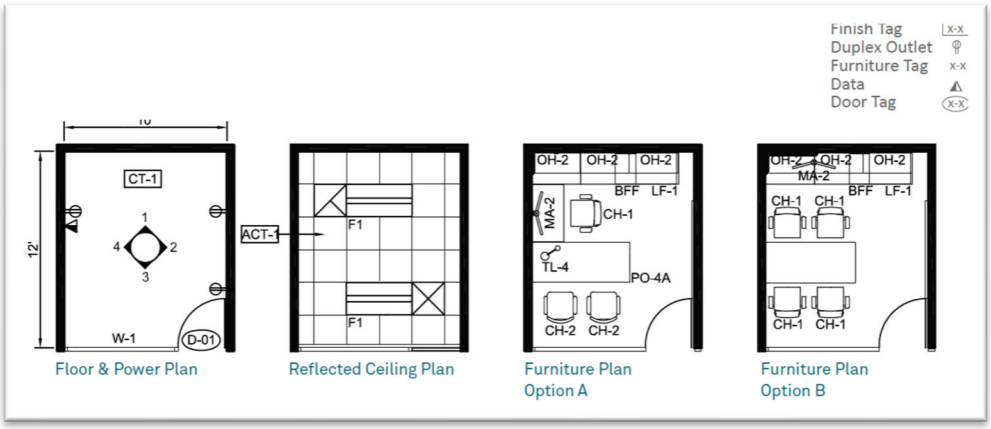
5. Flooring, wall coverings, and window coverings according to Lease.

6. Private offices shall maintain an inside wall to inside wall clearance of 9’-3” minimum to allow for USDA furniture installation and ADA / ABAAS clearances.

7. All private offices shall be provided with an office function, individually keyed lock on the office master key, reference Lease Section 5 for specific requirements.

8. Flooring shall be carpet tiles with 4” vinyl baseboard or other approved alternative.

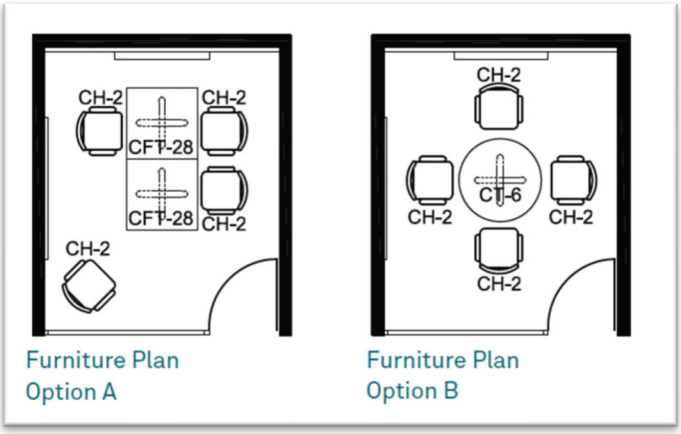
Design Example:



<u>Consult Room</u> – 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) quad telecommunication outlets installed on opposite sides of the room..
4. Three (3) coat hooks on the wall next to the door.
5. Flooring, wall coverings, and window coverings according to Lease.
6. Flooring shall be carpet tiles with 4” vinyl baseboard or other approved alternative.
7. Keying / entry requirements: Provide office function, individually keyed lock on USDA suite masterkey for refuge during any potential security incidents.

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. Provide the greater of five (5) double electrical outlets along the walls, or local code required outlets.

3. Provide (2) telecommunication floor boxes, which shall provide a minimum of (4) data jacks and (4) power outlets through the floor. An alternate design with (1) floor box may be considered with written approval by the USDA LCO, but the quantity of floor boxes shall not impact the total quantity of provided data jacks and power outlets.

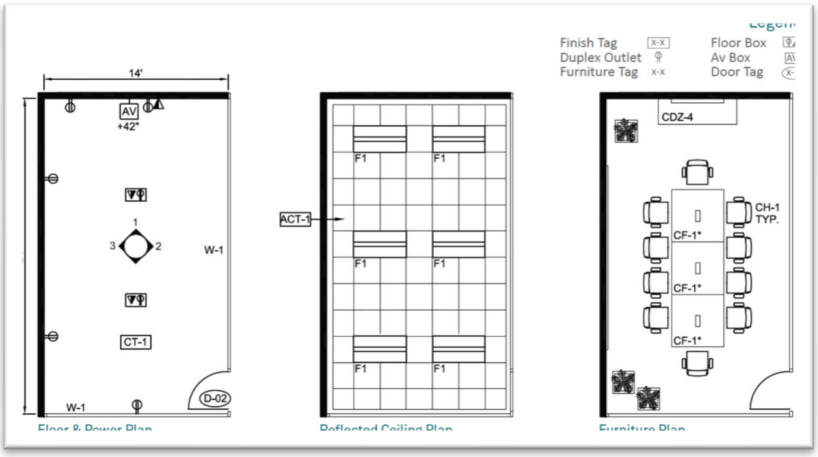
4. Lessor shall provide data jack and audio-visual (A/V) connection for installation of a wall mounted television to use for presentations. Lessor is responsible for maintenance of connections/wiring and data jack, but television is the property of USDA and is to be installed and maintained by USDA.

5. Six (6) coat hooks on the wall next to the door.

8. Flooring, wall coverings, and window coverings according to Lease.

9. Keying / entry requirements: Provide office function, individually keyed lock on USDA suite masterkey for refuge during any potential security incidents.

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 trash 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. Design to Sound Transmission Class rating as specified in Lease.

2. Provide the greater of four (4) double electrical outlets or the number of outlets required by local code, in addition to the outlets required for refrigerator/freezer and microwave. Outlets shall be provided at the counter per local code. Ensure outlet design includes GFCI outlets as required by state and local codes.

3. Six (6) coat hooks on the wall next to the door.

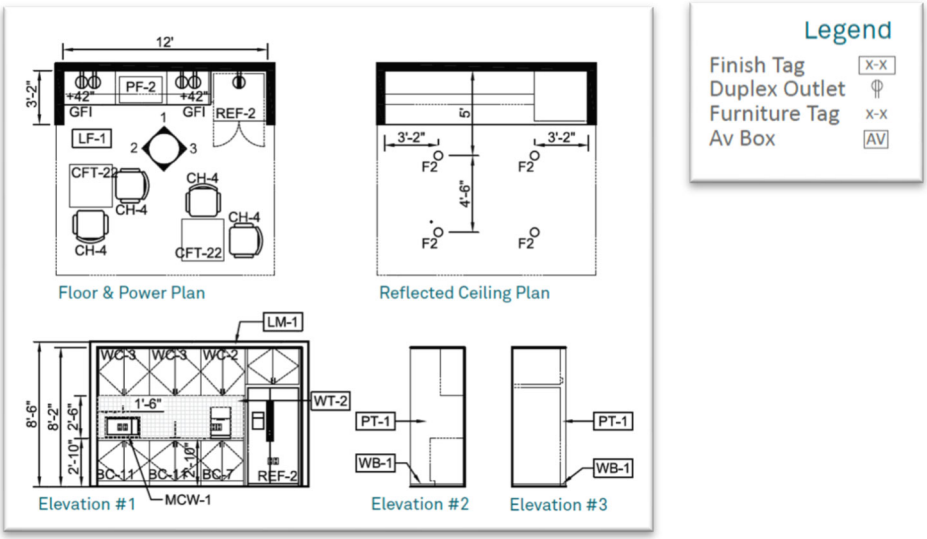
4. Flooring, wall coverings, and window coverings according to Lease.

5. Lessor shall provide, install, 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. Provide a minimum of ten (10) feet of counter with base and overhead cabinets and double compartment sink.

7. Keying / entry requirements: Provide office function, individually keyed lock on USDA suite masterkey for refuge during any potential security incidents.

Design Example:



<u>Secure Storage</u> – 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. All walls shall be full-height walls, floor-to-deck. Where existing walls are reused during design for enclosing this room, existing walls shall be topped off to go to deck. Alternative designs to meet this requirement would need prior, written approval from the USDA LCO before application to the project design.

2. Solid core door with door hinges installed inside the room. No windows or other openings.

3. Fire extinguisher required. Fire extinguishers shall be provided, installed, and maintained by the Lessor.

4. Sound Transmission Class rating as specified in Lease.

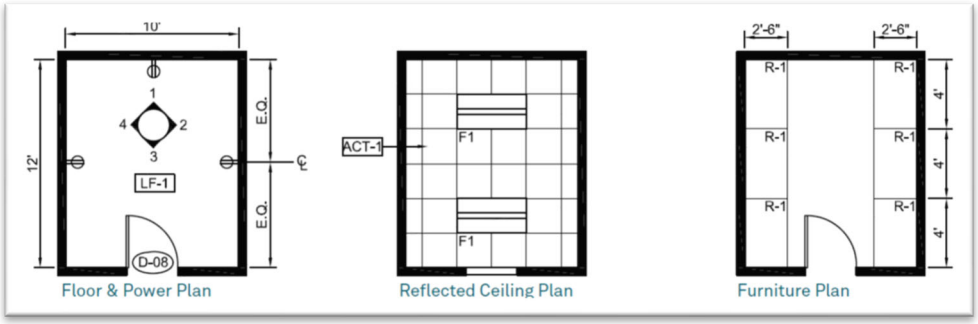
5. Provide duplex data jacks every 10’ on the walls, located at opposite sides of the room, for future flexibility of function in this space.

6. Greater of three (3) double electrical outlets or local code.

7. Flooring and wall coverings according to Lease.

8. Keying / Entry requirements: Provide storeroom function cipher lock with keyed override, individually keyed and on the USDA suite masterkey. Door shall be self-closing.

Design Example:



<u>Open Office</u> - 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.

This is open space where systems (cubicle) furniture will be installed by USDA, in combination with touchdown stations as specified in Section 1 of this Exhibit.

a. Lessor shall ensure electrical and data connections are available to be hard wired to the USDA's planned systems furniture, and that additional power and data are available throughout to support office space uses, such as touch down stations, printer or plotter locations (final locations of printers and plotters to be coordinated with USDA during design), and occasional convenience outlets for office activities and ease of use for janitorial equipment power.

b. Lessor is responsible for providing an electrician to undertake or assist with the connections of power and data to the systems furniture.

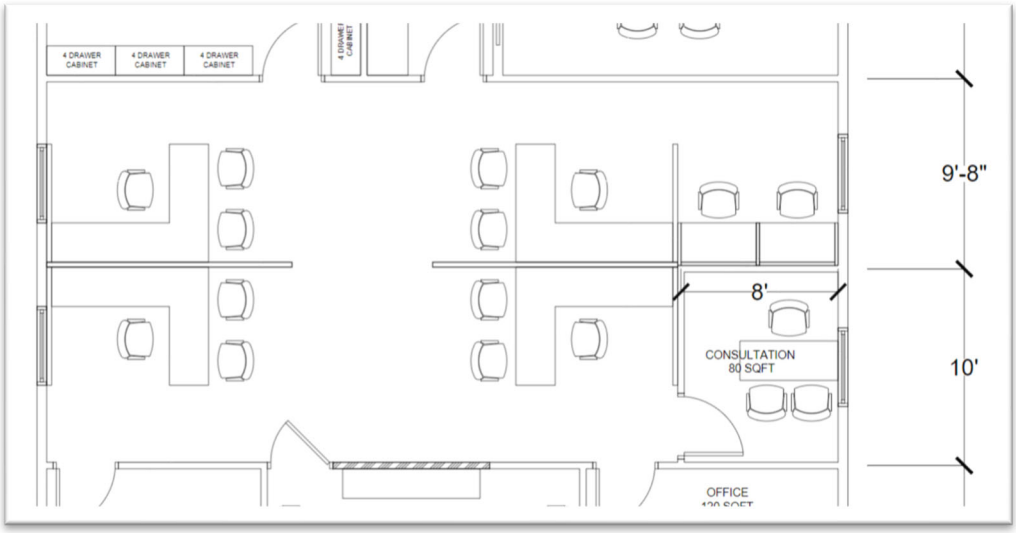
c. Data and electrical for systems furniture shall be provided via ceiling drops (ie power poles) or wall connections with junction boxes prepared for USDA systems furniture whip connections. Floor boxes for provision of power and data to systems furniture may only be considered with prior written approval of the USDA LCO.

d. Coordinate locations of Wireless Access Points with USDA OCIO (IT), final quantity of locations to be determined during design by USDA OCIO based upon size and efficiency of the space layout. Provide CAT-6 data connection with face plate and RJ-45 connector in the ceiling at each location indicated for a Wireless Access Point during design.

e. Flooring structural design load shall be able to accommodate storage for USDA lockable filing cabinets.

f. Flooring shall be carpet tile with 4" vinyl base.

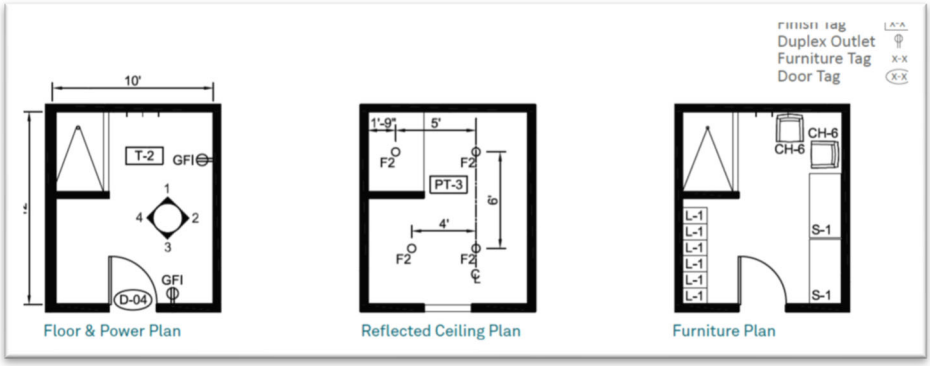
Design Example:



<u>Mud Room</u> - The Mud Room includes a utility sink for cleaning and washing field equipment. The room shall provide complete visual and acoustic privacy and shall be located away from open offices areas. Locate near lavatories or existing plumbing.

1. Sound Transmission Class rating as specified in Lease.
2. Electrical outlets per local code, plus interior outlets for equipment charging, finalize quantity and location during design.
3. Three (3) coat hooks on the wall next to the door.
4. Provide non-slip flooring. Wall coverings and window coverings according to Lease.
5. Provide adequate exhaust for humidity control.
6. Exterior power and water convenience outlets and spigot adjacent to exterior entry door.
7. Interior outlets for equipment charging, finalize quantity during design.
8. Provide exterior entry door with cipher lock and individually keyed override, on the USDA suite masterkey.
9. Provide office-function individually keyed lock on USDA suite masterkey for the mud room door, with the key side of the lock facing the interior of the mud room to ensure security.

Design Example:



Mail/ Copy Area Shall be centrally located to service all employees, unless not feasible due to existing building layout. Should Shall be acoustically separate from open office areas with no transparency to the office area. The design shall be, should be accessible but should not cause acoustic disturbance.

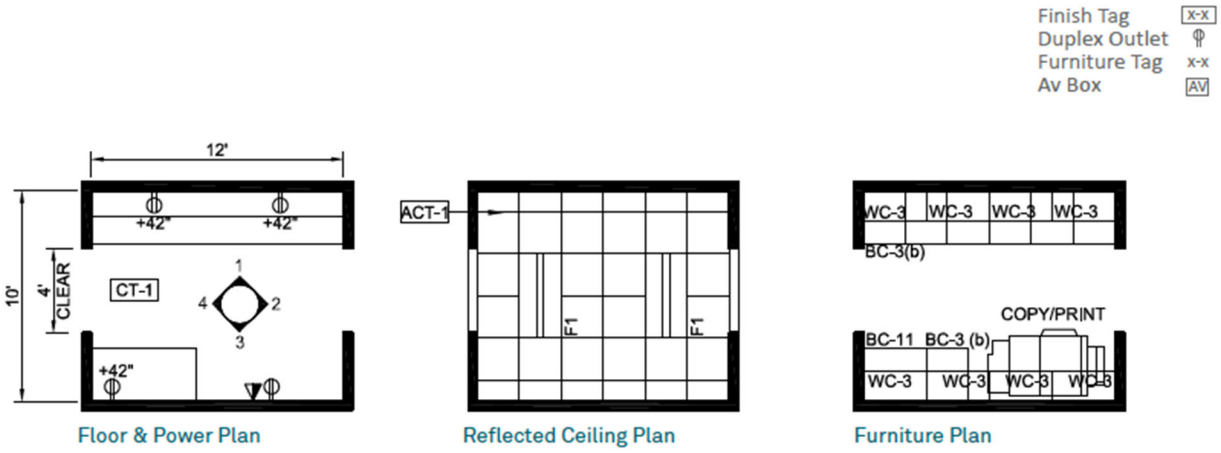
1. Electrical outlets according to local code.

2. Flooring, wall coverings, and window coverings according to Lease.

3. The Lessor shall provide exhaust ventilation where required by code.

4. The Lessor shall coordinate (2) printer / copier multi-functional devices (MFDs), and (2) postage meter locations and ensure access to a power outlet and a data port for each printer / copier multi-functional device (MFD) and USDA postage meter.

5. Design Example:



ADP/ IT Server Room. A secure, enclosed space to store the servers on site. The location shall be adjacent to building core, away from public areas, mailrooms and loading docks. Locate away from areas where water bearing pipes would be overhead. Configuration of the room shall allow a three-feet clearance around equipment. The room shall meet all of the requirements of the USDA/OCIO/ITS requirements documents.

1. Please reference the ADP and Wiring Guidelines Exhibit for dedicated electrical outlet, 30A dedicated outlet with NEMA L5-30R twist-lock receptacle, and true-ground requirements (conduit grounding not allowed) for this space.

2. All walls surrounding the ADP room shall be full height walls, floor to deck. Where existing walls are being utilized for portions of the ADP room enclosure, those walls shall be topped off to comply with the full-height wall requirement.

3. HVAC requirements shall be in accordance with the Lease Section 6 and the further CEC requirements noted below in this Exhibit.

4. Flooring, wall coverings, and window coverings according to Lease and the further CEC requirements noted below in this Exhibit.

5. Keying / entry requirements: provide storeroom function cipher lock with individual keyed lock override for emergency situations. This is the only keyed lock in the USDA suite that shall not be placed on the USDA suite masterlock. Door shall be self-closing.

Wellness Room This is a lockable enclosed room intended for individual use. The room should provide complete visual and acoustic privacy. The environment should be relaxing and be used for nursing mothers or other needing a quiet place to take a short break.

1. Provide (2) quad data jacks for future flexibility.

2. Occupancy sensors as well as lighting controls by user with dimming switch.

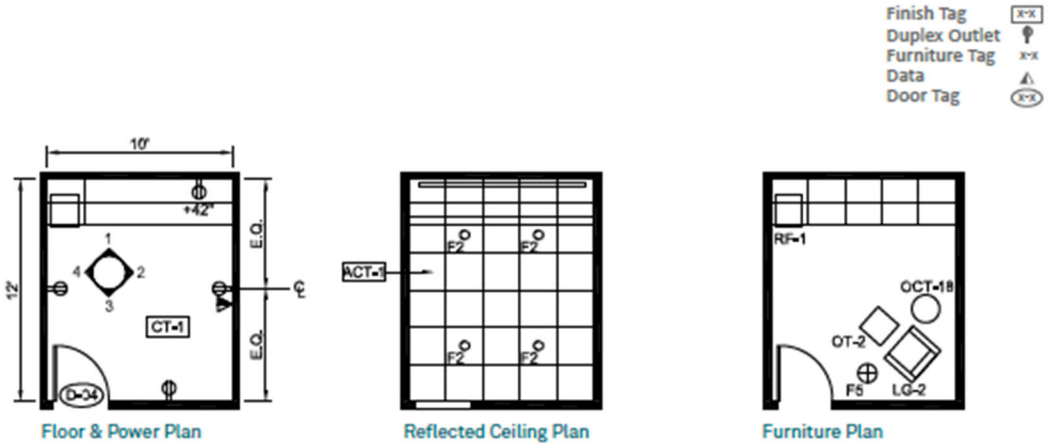
3. Electrical outlets per local code.

4. Keying / entry requirements: Provide office function, individually keyed lock on USDA masterkey.

5. Upper- and base cabinets with countertop and small lavatory.

6. Mini refrigerator below counter shall be provided, installed, and maintained by the Lessor. The Lessor shall retain ownership of these items, and associated costs shall be included in Operating Expenses on the Form 1217.
7. Flooring, wall coverings, and window coverings according to Lease.

8. 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 B.

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 accepting outgoing parcel of a minimum of 6-1/4" wide x 11-3/8" deep x 4-1/4" high (4C hopper style collection box or equivalent) 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.

    a. The monument sign must be such that the sign is visible from both directions of traffic. Where the location maintains a pylon sign, USDA signage may be mounted in the pylon sigh as long as it is visible from both directions of traffic and compliant with USDA Signage Exhibit requirements.

    b. Sign locations and design must be approved by LCO or designated representative.

    c. 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).

6. USDA will install a roughly 8.5'x8.5' high density rolling file system within the space. Lessor must ensure that adequate structural reinforcement is provided to support the installation of this system, and ensure that the space design incorporates this system.

7. Data wiring: supplemental requirements:

    1. All data outlets shall be quad jack outlets.

    2. Wireless access points: final quantity is dependent upon the size and efficiency of the space layout to ensure wireless service performance, final number coordinated during final design. All wireless access points shall be supplied with an RJ-45 connector mounted in a ceiling-mounted data outlet, final location to be coordinated with USDA OCIO. Wiring to the wireless access points shall be CAT-6.

    3. All data wiring shall be terminated at a patch panel, and (1) 15-foot patch cable shall be supplied to USDA OCIO for each termination landed on the patch panel.

    4. Supplemental to the ADP and Wiring Guidelines v. 3 page 7, the Lessor shall provide, install, and maintain the LAN/WAN/Voice Cabinet, wiring, cabling, and patch panels in the cabinet.

8. Cipher Locks. Lessor shall provide and maintain keyless locking system/ mechanisms (i.e., cipher locks) for all exterior doors when USDA is the sole occupant and for USDA suite entry doors when there are other tenants in the building in the following locations: all staff exterior access doors, the door between the reception room and the USDA internal open office area, the mud room exterior door, file storage room doors (as many as are designed into the lease), public restroom doors where restrooms are located in the common area / otherwise accessible by the public, and the ADP (IT Server Room) door. Cipher lock system shall provide for coded access to USDA space and shall have the following features:

    a. Provide keyless entry to authorized personnel only, with keyed entry for emergency backup when the batteries expire.

    b. All cipher locks shall be provided with individual keys and shall be keyed to the USDA office master key, with the exception of the ADP (IT server room) door. The ADP room door shall be provided with an individually keyed lock, and shall not be incorporated with masterkey functionality.

    c. Ability for local staff to change codes as needed.

d. If installed on main entry door, ability for local staff to turn off the need for a code during normal work hours.

e. Ability for local staff to lock door from exterior without having to use a physical key.

f. Provide emergency locking mechanism on interior door in case of security emergency.

g. Lessor will provide all maintenance and battery replacement.

h. A copy of cipher lock instruction manual provided to local staff.

i. Lessor retains ownership of system after lease termination.

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.

E. PHYSICAL SECURITY REQUIREMENTS

In addition to the specifications set forth in Section 7.01 of the Lease, the Lessor is required to install the necessary improvements to meet the below requirements. Costs associated with the purchase and installation of improvements are considered Tenant Improvements (TI) and should be reflected in the Tenant Improvements Costs Summary (TICS) table. Costs to operate and maintain these improvements are considered operating expenses and should be reflected in the Lessor's Annual Cost Statement (GSA Form 1217).

1. **Hardened Customer Service Counter:** A Hardened Customer Service Counter (ie – drywall or other permanent wall construction) with Service Window shall be installed to separate the public lobby area from employee workspace. Bulletproof glass or other bulletproof wall materials are NOT required. 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.

   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.

   The service window and counter shall be installed the full width of the interface between the reception area and the USDA open office space, less the space required for a locking door

with ADA required door pull clearance. The service window shall be provided with pass throughs to allow for customer service interactions at both the higher height counter and at the ADA / ABAAS height counter portion.

The interior side of the counter facing the USDA staff portion of the suite shall be fitted out to with built-in storage under the counter.

The interior (USDA-suite) facing reception area door shall be supplied with full vision glass, shatterproof with 3-5mm of impact resistant film to ensure security.

2. **Entrance Door Chime:** An entrance door chime shall be installed on the main/customer entrance to notify employees when a visitor enters the facility to increase employee situational awareness. The door chime shall be provided with a dedicated annunciator for each USDA department and non-USDA partner agency located onsite to ensure that the chime is heard throughout the facility.

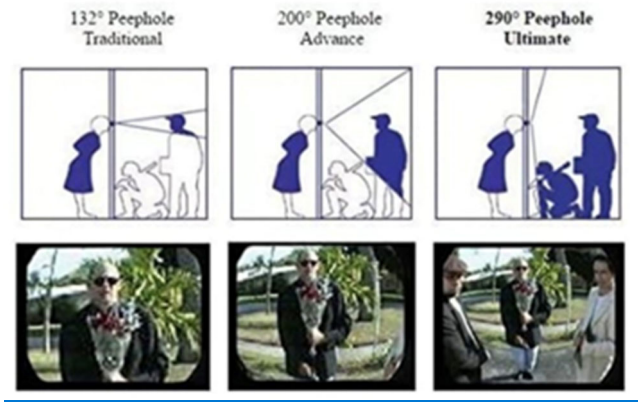
3. **Duress/Panic Buttons:** All USDA Main Entrance/Reception areas shall have a duress/panic alarm installed that is monitored. Additional duress/panic buttons shall be placed in all areas that employees routinely service customers. Duress buttons shall be wireless. Anticipate a minimum of (5) duress buttons, but final number shall be determined by USDA security staff during design based upon the efficiency of the final building layout.

4. **Intrusion Detection System (IDS) Coverage and Monitoring:** The premises shall have an Intrusion Detection System (IDS) alarm installed. This system shall consist 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 in the open office areas; an alarm keypad (one needed per office suite); and an auto-dialer for alarms to annunciate to a monitoring service for after-hours monitoring.

5. **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, or some other device shall be installed on the main entrance door so the door can be locked immediately in an emergency.

6. **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. However, installing steel fencing mesh affixed to the true ceiling and the existing walls or drywalling the open area are also acceptable. All demising walls separating USDA suite space from other tenant spaces or common / shared spaces shall be designed in accordance with state and local codes for fire and smoke safety.

7. **Perimeter Doors and Door Locks Leading to USDA-FPAC Space:** Perimeter doors to USDA space shall be either glass storefront doors, metal high-security doors, or solid-core wood doors with a self-closer. Hollow core doors are not permissible. Door hinges shall be located on the inside of the door (non-public side), or exposed door hinge pins must be permanently secured to prevent removal. All double door installations shall be provided with an astragal. Approved methods include tack welding or locking screws to hold pin in place. Perimeter door locks shall be high security cipher with a dead bolt for employee entrances, and high-security mechanical locks with a dead-bolt for all non-routine access locations. Cipher locks are required to avoid the need to issue keys. All exposed door locking mechanisms, except for deadbolts, shall be covered by a door strike plate cover to prevent the mechanism from tampering. All doors without a window shall have a 290 degree wide-angle door viewer (peephole) installed in the door. All door locks shall be rekeyed prior to USDA leasing the space and all keys shall be accounted for.



8. **Emergency Exit Doors:** 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”. Emergency Exit doors shall have no visible hardware on the exterior. All double door installations shall be provided with an astragal.

9. **Window Air-Conditioning (A/C) Unit Protection:** If window A/C units are provided as part of the USDA suite HVAC system, they shall be secured with a lockable cage or window bars in a way that prevents the window unit from being pushed in or removed.

10. **Protection of Exterior Gas Mains or Propane Tanks Adjacent to Premises:** If exposed mains, meters or tanks containing flammable or explosive gasses / liquids are located on premises near a facility façade or in a parking lot, the mains, meters, or tanks and all associated appurtenances shall be supplied with bollards (typically yellow safety bollards) or some other barrier alternative to be approved in writing by the USDA LCO (i.e., crash-rated planter) around it to protect all vulnerable parts of the system from a vehicle strike.

11. **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. Electrical panels serving the USDA suite shall be located inside the USDA space or in a secured area on the interior of the building. Any deviations from this requirement shall be approved in writing by the USDA LCO prior to the completion of the design.

12. **Public Restroom Access:** Lessor shall 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 through the application of a cipher lock on either each individual restroom door or application of a cipher lock to the restroom access corridor.

13. **Fire and Carbon Monoxide Detection:** Ensure an appropriate amount of smoke and carbon monoxide detection devices as needed and in accordance with local code. A minimum of (1) carbon monoxide detector shall be installed in the USDA suite, even when not required by local code.

14. **Perimeter Lighting (SHELL COST):** Ensure that the building 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. Lighting must meet this standard at all times in periods of darkness. Only having motion activated lighting is not sufficient.

15. **Interior Office Doors:** Interior doors to offices, conference rooms, restrooms, and break rooms shall not be hollow core wood or any other interior residential use door. Doors shall be solid core wood or equivalent. All doors to private offices shall have door locking mechanism (residential use internal locks are not permitted).

16. **Landscaping:** Landscaping shall be maintained and trimmed as needed to prevent it from creating areas of concealment around the facility and parking areas. Landscaping shall not be overgrown where it impacts lighting illumination, camera views (if applicable), and a clear line of sight.

17. **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. Due to the highly field-based nature of USDA's work at certain locations, background checks may be required even for janitorial staff who will be performing duties during daylight to ensure no disruptions to janitorial service where USDA staff may not be present for the day. SAC background checks shall be sent to the USDA local lease contact, which will then be requested by the State Office through ServiceNow, routing the ticket to Homeland Security Division.

F. EVSE REQUIREMENTS (TO BE INCLUDED IN TENANT IMPROVEMENT COSTS):

The Lessor shall provide Electric Vehicle Supply Equipment (EVSE) supporting infrastructure for Charging Station(s) and reserved parking spaces for electric vehicles. Infrastructure shall comply with all local electrical codes, and if none, the National Electrical Code (current edition).

1. The Lessor shall design, provide, install, and maintain site prep infrastructure required for a full, complete, and operable USDA installation and continuous operation of **(2)** dual-port, Level 2 EVSE Charging Station, inclusive of the equipment pad, conduit, and wiring to the point of equipment vendor wiring connections. All work shall be completed by licensed and insured professionals, including design and construction work.

2. Install the supporting infrastructure for **(2)** dual-port Level 2 EVSE Charging Stations in support of USDA's electric vehicles.

3. USDA, or designated contractor, will furnish, install, and maintain dual-port Level 2 EVSE Charging Stations with SAE J1772 connectors and networked software systems for remote management to monitor, maintain, and allow access.

4. Lessor shall obtain all required permits for the installation and construction of supporting infrastructure of the EVSE Charging Station(s).

5. Lessor shall complete all requirements with special emphasis on the following required improvements:

    a. Install conduit and all other required base-building electrical infrastructure necessary to support electric service (USDA shall install meter with EVSE installation) to USDA's EVSE Charging Station(s) at a location approved by the USDA.
    b. Dedicated single-phase electrical circuit(s) (32A at 208/240V).
    c. A dual pole 40A circuit breaker(s) at the electrical panel is required for each charging station. (e.g., 2 charging stations, 2 40 Amp Circuit Breakers).
    d. Conductor wiring sized in accordance with the National Electrical Code requirement for 125% capacity for continuous load for all branch circuits from panel to stations via raceway or conduit with required grounding conductor.
    e. For pedestal mount stations prepare pad and a minimum 36" coiled wiring remains above conduit stub for station connection.
    f. Location must have a consistent cellular signal for networked station use.
    g. Lessor shall provide a copy of the wiring continuity testing to the USDA as a submittal to USDA.
    h. Upon completion of the EVSE site prep work and prior to USDA installation of the EVSE charging station, Lessor (or Lessor's electrical sub-contractor) shall lock-out tag-out and make safe all power connections associated with the EVSE charging station infrastructure in accordance with OSHA standards. Lessor (or Lessor's

electrical sub-contractor) shall be responsible for coordination of lock-out tag-out removals and / or transferals to USDA equipment installer at time of equipment installation.

i. During the period between EVSE site prep work completion and USDA installation of the EVSE charging station, the Lessor shall seal all open exterior conduit and wiring connections air and water-tight to prevent against weather, water, and pest damage to the infrastructure. Lessor shall be responsible for maintaining these seals to ensure no damage to the infrastructure until USDA installation of the EVSE charging stations.

6. Lessor shall provide, install, and maintain bollards protecting stations and signage identifying that the EVSE is for USDA EGOV use only.

7. Throughout the period of USDA occupancy on site (via lease, extension, and / or holdover tenancy), the Government shall maintain ownership and control over the EVSE charging station equipment. The Lessor maintains ownership and maintenance responsibilities of the site infrastructure as installed under the Lease, inclusive of equipment pad, conduit, wiring, meter, bollards, signage, and overcurrent protection devices.

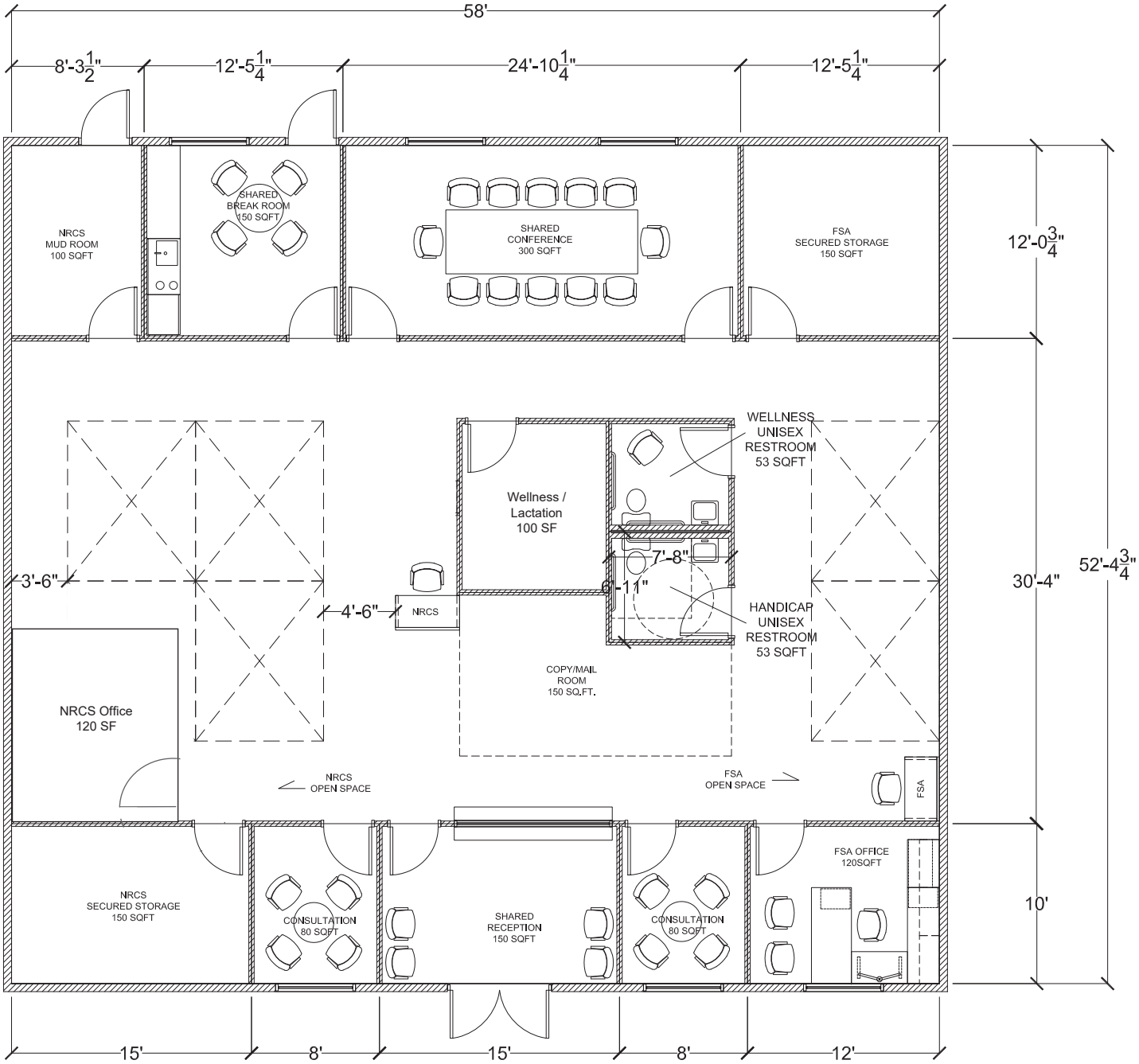
8. Upon the expiration of the lease, its amendments, extensions, holdover tenancy and/or the Government's termination of the lease, the Government may elect to remove the equipment and return the equipment to its leasing service provider, or otherwise dispose of the equipment in accordance with Government equipment disposal laws and regulations. However, Lease Paragraph 2.04 Waiver of Restoration (OCT 2023) is appliable to this equipment: 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.

G. CONSTRUCTION SUBMITTALS:

The following submittals are required to be provided during the construction of the Tenant Improvements:

1. Product Data Sheets with DID submission (Lease Paragraph 4.5)
2. Three Finish Options (Lease Paragraph 5.3)
3. Commissioning Plan prior to completion of CD's
4. Permit
5. Mailbox design and location
6. Security System (IDS) Submittal
7. Signage Submittal
8. Fire Alarm System Testing
9. Data Wiring Continuity (Network Cabling) Test Results
10. HVAC Test and Balance Results
11. Radon Testing Results
12. Schedule of Periodic Services
13. Staff training and manuals on:
    a. Security System
    b. Cipher Lock programming, use, & procedures
14. Final Commissioning Report
15. Lease Administration / Emergency Points of Contact and Procedures
16. Certificate of Occupancy
17. Warranties:
    a. Carpet (Lease Paragraph 5.12)

LESSOR: _____ GOVERNMENT: _____



57-42105-23-FA EXHIBIT A.1

COUDERSPORT (POTTER COUNTY) PA CONCEPT DESIGN

THIS LAYOUT IS FOR ADJACENCY AND WORKFLOW PURPOSES AND IS NOT INTENDED FOR USE AS A DESIGN INTENT DRAWING PRODUCT.

NOTES: ALL ROOMS SQFT ARE MEASURED BY CENTER LINE. EXTERIOR WALLS ARE 6" AND INTERIOR WALLS ARE 4".

LESSOR:_____ GOV'T: _____

Infrastructure Operations Division
U.S. DEPARTMENT OF AGRICULTURE

ADP and Wiring Guidelines

Version 3.0

Lessor: _____ Gov't: _____

Date Published: November 3, 2023

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Introduction

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 canceled and should no longer be used. Though it is canceled, 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

DR 3300-001-G, "Sharing of Telecommunications Resources"

DR 3300-001-K, "Installation of Telecommunications Cables in Federal Buildings"

Departmental Manual (DM) 3510-001, "Physical Security Standards for Information Technology (IT) Restricted Space"

"CEC Space and ADP Room Guidelines" Available from the OCIO-CEC-Business Services Division (BSD)

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, there will be more 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 offices.

Responsibilities

The OCIO-CEC 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 the OCIO-CEC.

Dedicated Electrical Circuits and Outlets for ADP Equipment

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

Lessor: _____ Gov't: _____

(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.

General Office Space Circuits: Provide enough dedicated electrical circuits and multiple outlets at designated locations throughout the service center to accommodate workstations, copiers, etc.

Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit: All CEC network equipment in the computer room is required to be connected to a UPS.

a) CEC or the CEC contracted installer is responsible for the installation of and engineering the load on the UPS.

b) The agency will be responsible for funding UPS.

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.

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 three 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)

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 responsibly sourced and funded.

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.

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 one shown to the right.

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Distribution Closets and Cable Pathways

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 OCIO-CEC.

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.

When multiple buildings are to be connected as part of one cable plant, the connection is to be run via fiber optic cable.

When cable consists of multiple runs, the facility owner shall provide cable trays or J-hooks to ensure that the cable does not come in contact with the suspended ceiling.

Data Cabling/Telecommunications

All new installations will use Category 6 (CAT6) ethernet cabling or higher and will meet local building codes. Exceptions: Minor renovations to buildings that currently contain CAT5 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.

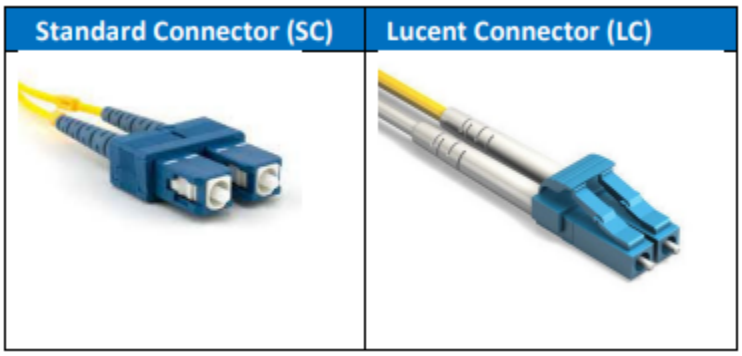
CAT5 cabling is unsuitable for ethernet speeds above 100 Mb/sec and for office Wireless Access Points (WAPs). Therefore, all cabling specifically for WAPs must use CAT6. In addition, when a move or renovation leads to an upgrade of an office to CAT6, the patch cables in the ADP room must be replaced with CAT6-compliant cables as well.

Category 5, 5e, 6, 6a & 7 Cable Comparison					
	CAT5	CAT5e	CAT6	CAT6a	CAT7 (Proposed)
Frequency	100 MHz	100 MHz	250 MHz	500 MHz	600 MHz
Attenuation (min. at 100MHz)	22 dB	22 dB	19.8 dB	--	20.8 dB
Characteristic Impedance	100 ohms = 15%	100 ohms = 15%	100 ohms = 15%	--	100 ohms = 15%
NEXT (min. at 100MHz)	32.3 dB	35.3 dB	44.3 dB	27.9 dB	62.1 dB
PS-NEXT (min. at 100 MHz)	N/A	32.3 dB	42.3 dB	--	59.1 dB
EL-FEXT (min. at 100 MHz)	N/A	23.8 dB	27.8 dB	9.3 dB	Not yet specified
PS-ELFEXT (min. at 100 MHz)	N/A	20.8 dB	24.8 dB	--	Not yet specified
PS-ANEXT (min. at 500 MHz)	--	--	--	49.5 dB	--
PS-AELFEXT (min. at 500 MHz)	16.0 dB	20.1 dB	20.1 dB	23.0 dB	14.1 dB
Return Loss (min. at 100 MHz)	16.0 dB	20.1 dB	20.1 dB	8.0 dB	14.1 dB
Delay Skew (max. per 100m)	N/A	45 ns	45 ns	--	20 ns
Networks Supported	100BASE-T	1000BASE-T	1000BASE-TX	10GBASE	Not yet specified

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 evaluated and certified by the installer to ensure it is operational and within compliance with the reference documents. Finally, if occupying space with existing cabling, it should still be evaluated and certified to comply with the reference documents as well.

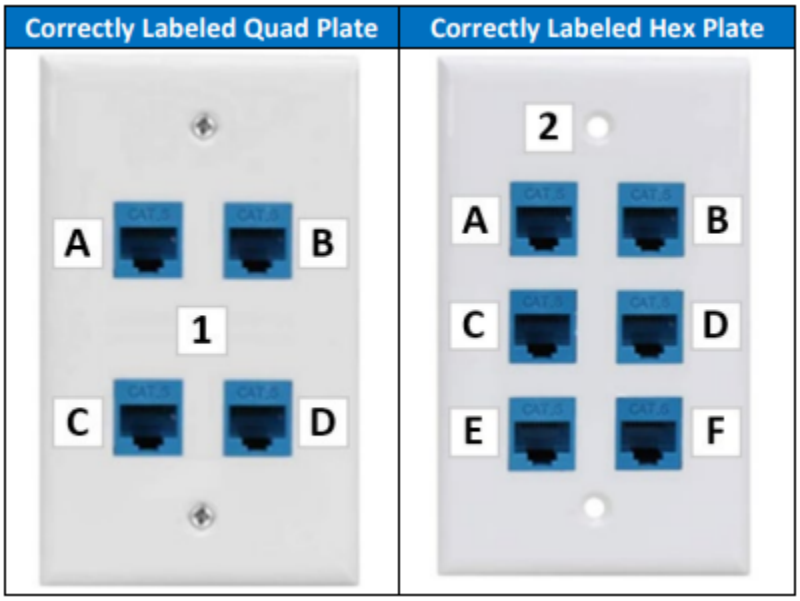
Data Fiber Cable Installation: All strands of each fiber cable shall be terminated at each end of the cable, with either Lucent Connector (LC) or Standard Connector (SC) connectors, as

appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.



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

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 diagrams to right) or integrated into modular furniture. Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. The other end will be punched down on an RJ-45/110-type patch panel in the ADP room wiring cabinet. Each dual, quad, or hex plate must be labeled with the workstation number (1, 2, etc.) and the A, B, C, etc., format. Each connection must be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.



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

The Lessor or Government contracted installers will provide and install the LAN/WAN/Voice cabinet, wiring, cabling, and patch panels in the cabinet as specified by OCIO-CEC. 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 OCIO-CEC.

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.

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.

Distribution points that have smaller equipment requirements (for example, a single 24-port

Lessor: _____ Gov't: _____

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.

CEC Space Guidelines

It is USDA policy to manage occupied space efficiently and effectively to achieve the most customer-friendly facilities, while ensuring effective and efficient coordination of resource sharing. To accomplish this, the Guide ensures that space is provided to allow CEC employees to efficiently perform their duties, complies with DRs, and keeps space costs to a minimum.

Offices – The same square footage as comparable grade level offices of the customer in the building, not to exceed 150 square feet. Supervisory personnel will be given priority for private offices over non-supervisory personnel.

OCIO-CEC Space – When CEC staff is present a cubicle or office, storage and work/setup space is needed. It is preferred that the CEC staff cubicles, storage, and set-up space are all located in a suite with a lockable door. If this is not possible it is preferred that all CEC rooms are adjoining. If they are adjoining rooms, the storage and set-up space must have a lockable door. The IT specialist can sit in a cubicle outside of this area. Square footage for the storage and work/setup space should be allotted as follows:

0-3 CEC Staff – 50 square feet for storage and 50 square feet for work/set up space 4-6 CEC Staff – 100 square feet for storage and 100 square feet for work/set up space 7-9 CEC Staff – 150 square feet for storage and 150 square feet for work/set up space.

Space for Managers – CEC Division Directors, Branch Chiefs, and Group Managers. At locations where private offices are allocated to managers, CEC Division Directors, Branch Chiefs, and Group Managers will also be assigned a private office with a lockable door. This office may be within or adjacent to the general CEC room.

ADP Room Guidelines

If all requirements in DM 3510-001, Chapter 2, Part I, Physical Security Standards for Information Technology (IT) Restricted Space and the additional CEC Requests listed below cannot be met, a waiver must be submitted to CEC, Business Services Division, Asset Management Branch, Space Representative through the Group Manager.

In addition, CEC requests the following:

ADP Room Size – 75SF minimum and must be large enough to accommodate all equipment (CEC IT staff should be contacted for information on equipment needed) to support the office. This room is for CEC and customer information technology equipment. The room must be large enough to allow three feet for accessibility around all sides of the equipment. If a determination is made by the Group Manager that the cabling loop will allow the three feet accessibility this is acceptable.

Temperature and Humidity – ADP rooms must always be cooled. The ambient room temperature must be maintained between 65 to 78 degrees Fahrenheit (18 to 26 degrees

Lessor: _____ Gov't: _____

Celsius). The ambient relative humidity levels must be maintained between 35 and 55 percent. The temperature and humidity controls must be managed within the room. Temperature readings will be visible within the ADP room. Air conditioning and humidity levels must be maintained at established levels 24 hours a day, 7 days a week.

Emergency Contacts – A list of individuals who can be contacted during an emergency must be posted in the ADP room.

Electrical Power – Whenever possible, new, and refurbished ADP rooms will have the ability to shut off power to a malfunctioning information system component.

Plumbing – Because of the danger of water damage, the ADP room must not be in areas where water-bearing pipes would be overhead.

Flooring – The flooring will be anti-static solid surface. Carpet is not allowed.

Shared Space – ADP rooms must not be designed as multi-use rooms, i.e., storage, etc.

Fire Extinguisher – Each ADP room shall be equipped with a cleaning agent of 5 to 6 pounds fire extinguisher. An annual inspection must be performed on the fire extinguisher.

Wiring/Cabling Requirements – Refer to the Wiring and Cabling Guidelines for Offices Version 2.3. Please contact your Group Manager to obtain a copy.

Computer Room Physical and Security Requirements

Location -

- The IT Space will be located in the interior of the building away from exterior windows, if practical;
- The computer room will be protected by a fire suppressant system in accordance with local fire code, preferably dry pipe;
- Entrances to the IT restricted space will be kept to the minimum required by local fire code;
- Mailrooms will not be located within 50 feet of IT Restricted Space and cannot be placed over or under this space;
- Storage areas and loading docks will not be located within 50 feet of IT Restricted Space and cannot be placed over or under this space;
- Exterior IT Restricted Space doors will have either interior hinges or exterior hinges with non-removable pins.

Security -

- Entrance to the computer room will be via electronic access control with the capability of providing an audit trail, where possible;
- Exterior computer room doors having key access hardware will be removed from the Master Key system of the facility.

Abbreviations / Definitions

Abbreviation	Definition
ADP	Automated Data Processing
BSD	Business Services Division
CAT	Category (e.g., CAT6 cable designations)
CEC	Client Experience Center
DM	Departmental Manual
DR	Departmental Regulation
EIS	Enterprise Infrastructure Solutions
EUC	End User Consolidation
GM	Group Manager
IOD	Infrastructure Operations Division
LAN	Local Area Network
OCIO	Office of the Chief Information Officer
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

Revision History

Version	Date	By	Notes
3.0	November 3, 2023	Anna Risse	Initial draft: combined the CEC Space and ADP Room Checklist Guidelines document and the Wiring Cabling Guidelines Offices document into one – refer to those documents if needed; edited, formatted, and transferred the new ADP and Wiring Guidelines to IOD new template with TOC.

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United States Department of Agriculture

April 2014

Facility Signage Guide

Lessor _____ & Government_____

USDA Facility Signage

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

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines, contact www.ADA.gov

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

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

Facility Signage

Signature Lockups

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

Acceptable Signature Lockup Variations

USDA
United States Department of Agriculture

USDA
United States Department of Agriculture

USDA
United States Department of Agriculture

USDA
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

Solid Black

USDA
United States Department of Agriculture

Three Color

USDA
United States Department of Agriculture

One Color - Black

Color Background

USDA
United States Department of Agriculture

One Color - Black or White

Lessor _____ & Government_____

Signature Lockups

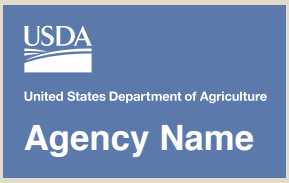
Clearance Space, Proportions, and Placement

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

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

Free-Standing Signage

Monumental Signage



Building-Mounted Signage

Lessor _____ & Government_____

Free-Standing Signage - REQUIRED

Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

Building-Mounted Signage - REQUIRED

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

Site address as required

Lessor _____ & Government_____

Directional Signage - REQUIRED (if needed

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

Lessor _____ & Government_____

Office Room Signage - REQUIRED

USDA Facility

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines contact www.ADA.gov. Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

Office Room Signage - REQUIRED

Non-USDA Facility

Signature lockup is not required.

9201

Agency Name

Division Name

Tenant Name

Tenant Name

Tenant Name

Lessor _____ & Government_____

Building Directory - REQUIRED (if needed)

USDA Facility

Signature lockup must be positioned above all other names.

USDA

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

Lessor _____ & Government_____

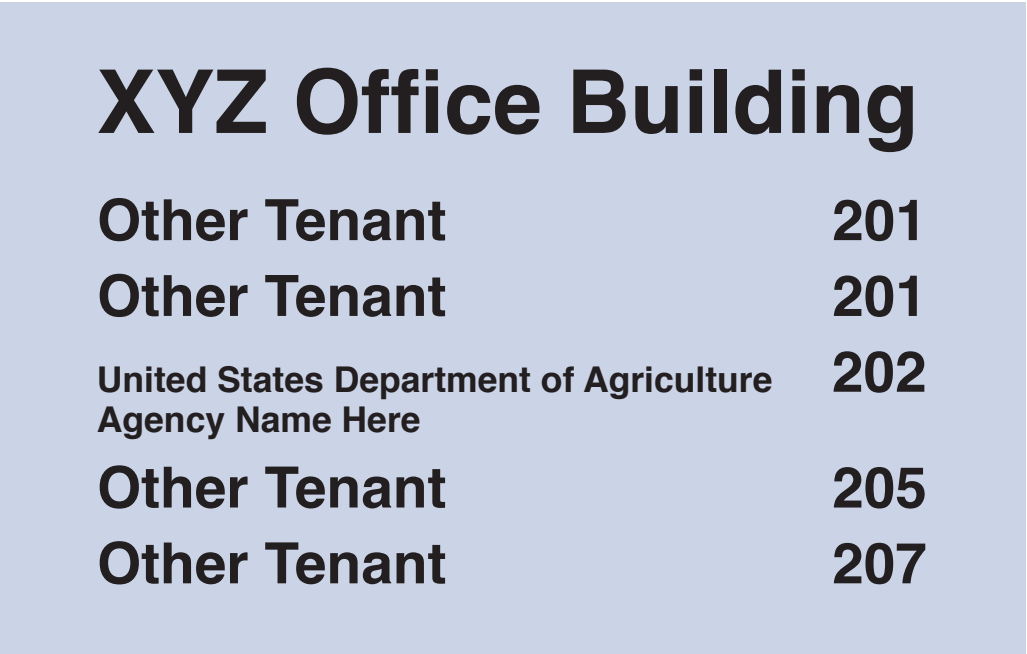
Building Directory - REQUIRED (if needed)

Non-USDA Facility

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

Department name only

Department name with Agency name on second line



Lessor _____ & Government_____

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

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

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

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

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

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES

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

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

1. PUBLIC RESTROOM ACCESS

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

2. SECURING CRITICAL AREAS

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

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

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.

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) benchmarks or other industry recognized benchmarks. Additional information can be found at https://www.cisecurity.org/cis-benchmarks/.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

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

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

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

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

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

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

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

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

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

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

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

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

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

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

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

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

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

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

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

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

8. 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.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, 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, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes 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, in its sole discretion, take one or more of the following actions:

(1) 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, including administrative costs, incurred in connection with taking the action;

(2) 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. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

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

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

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

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

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

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

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

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

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

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

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

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

16. 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.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

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

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

(a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

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

(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

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

(a) *Payment due date—*

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

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

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

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

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

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

(c) Interest Penalty.

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

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ''Renegotiation Board Interest Rate,'' and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

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

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

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

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

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

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

(iii) Lessor point of contact.

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

21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

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

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

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

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

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

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

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

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

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

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

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

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

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

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

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

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

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

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

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

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

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

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

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

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

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

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

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

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

30. 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.)

This clause is incorporated by reference.

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

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

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

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

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

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

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

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

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

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

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

This clause is incorporated by reference.

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

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

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

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

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

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020)

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

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

This clause is incorporated by reference.

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

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

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

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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

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

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

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

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

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

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

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

This clause is incorporated by reference.

58. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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 their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

GSA	**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.

INITIALS: LESSOR: _____ & GOV'T: _____

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 singe-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		

INITIALS: LESSOR: _____ & GOV'T: _____

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	

INITIALS: LESSOR: _____ & GOV'T: _____

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		

INITIALS: LESSOR: _____ & GOV'T: _____

"General Decision Number: PA20240062 02/23/2024

Superseded General Decision Number: PA20230062

State: Pennsylvania

Construction Type: Building

County: Potter County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2	01/19/2024
3	02/09/2024
4	02/23/2024

BOIL0154-007 01/01/2023

	Rates	Fringes
BOILERMAKER	$ 45.60	31.37

BRPA0009-011 12/01/2022

	Rates	Fringes
TILE FINISHER	$ 28.76	17.16
TILE SETTER	$ 35.64	21.63

CARP0423-012 06/01/2023

	Rates	Fringes
CARPENTER (Scaffold Building Only)	$ 33.01	18.09

CARP0423-013 06/01/2023

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation, Floor Laying-Carpet and Vinyl, Form Work and Gutter Installation; Excludes Scaffold Building)	$ 33.01	18.09

CARP0443-004 06/01/2023

	Rates	Fringes
MILLWRIGHT	$ 45.50	31.56%+9.01

ELEC0005-018 12/22/2023

	Rates	Fringes
ELECTRICIAN (Alarm Installation, Installation of Sound and Communication System and Low Voltage Wiring, HVAC/Temperature Controls Installation Only)	$ 48.61	30.91

ELEC0812-014 06/01/2023

	Rates	Fringes
ELECTRICIAN (Excludes Alarm Installation, Installation of Sound and Communication Systems, HVAC/Temperature Control Installation, and Low Voltage Wiring)	$ 37.85	24.94

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* ENGI0066-034 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe, Bobcat/Skid Steer/Skid Loader, Loader, Crane*, Bulldozer	$ 28.37	15.66
Oiler	$ 23.35	15.66
Paver (Asphalt, Aggregate, and Concrete)	$ 32.59	18.10
Roller	$ 25.20	15.66

*Add to Crane rate:

Booms 101-150 jibs- Add $.50
Booms 151-200 jibs- Add $1.00
Booms 201-251 jibs- Add $1.50

IRON0003-013 06/01/2023

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, Rigger, and Structural)	$ 32.29	32.41

LABO0910-004 01/01/2024

	Rates	Fringes
LABORER (Concrete Worker)	$ 24.48	19.03

PAIN0041-001 05/01/2014

	Rates	Fringes
PAINTER (Spray Only)	$ 27.95	16.12

PAIN0057-001 06/01/2023

	Rates	Fringes
PAINTER: Brush and Roller Only	$ 30.56	23.72
PAINTER: Drywall Finishing/Taping Only	$ 32.39	23.26

PAIN0751-002 09/01/2023

	Rates	Fringes
GLAZIER	$ 25.40	25.47

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* PLAS0526-014 01/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 31.22	20.10

PLUM0354-010 06/01/2017

	Rates	Fringes

PIPEFITTER (Industrial).....$ 37.88 22.90

PLUM0354-011 06/01/2019

	Rates	Fringes
PLUMBER.....$	34.77	24.25

PLUM0354-020 06/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and HVAC Unit Installation, Excludes Work on Industrial Sites).....$	34.77	24.25

SFPA0669-004 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....$	44.33	28.37

SHEE0012-008 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....$	39.50	30.79

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* UAVG-PA-0001 01/01/2023

	Rates	Fringes
BRICKLAYER, including pointing, caulking cleaning and brick refractory work.....$	32.85	22.60

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* UAVG-PA-0002 01/01/2023

	Rates	Fringes
LABORER: Mason Tender - Brick...$	23.23	18.53

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* UAVG-PA-0003 01/01/2024

	Rates	Fringes
MASON - STONE.....$	34.00	22.63

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* UAVG-PA-0004 01/01/2023

	Rates	Fringes
OPERATOR: Mechanic.....$	36.53	22.01

SUPA2011-020 08/20/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....$	33.62	18.79

LABORER: Common or General,
Including Cement Mason Tending...$ 18.43 9.74

OPERATOR: Forklift, All Types....$ 23.69 12.97

PLASTERER.....$ 20.97 10.78

ROOFER.....$ 27.00 12.19

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 30.58 24.04

TRUCK DRIVER: Dump Truck.....$ 24.98 12.17

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"