DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

LEASE NO. GS-11P-LVA00582
BUILDING NO. VA0817ZZ

Global Lease
GSA TEMPLATE L100 (10/2020)

A. This Lease is made and entered into between

Dulles North Office Park II Corporation

(Lessor), whose principal place of business is 7501 Wisconsin Avenue, Suite 1500E, Bethesda, MD, 20814-0000 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 General Services Administration (GSA), 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

22685 Holiday Park Drive, Sterling, VA 20166-4310

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

C. **LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **June 1, 2021** and continuing for a period of

15 Years, 10 Years Firm,

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination 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: Dulles North Office Park II Corporation

+DS

(b) (6) [redacted]

Name: D. Todd Pearson

Title: President

Entity: Dulles North Office Park II Corporation

Date: 4/30/21

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Name: Amy E. Spencer

Title: Assistant Secretary

Date: 4/30/2021

FOR THE GOVERNMENT:

DocuSigned by:
Sylva H. Nicolas
8580E52CEF1443F...

Name: Sylva Nicolas

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: May 7, 2021

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

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 5
1.01 THE PREMISES (OCT 2016) 5
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 5
1.03 RENT AND OTHER CONSIDERATION (OCT 2020) 5
1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016) 7
1.05 TERMINATION RIGHTS (OCT 2016) 7
1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED 7
1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2020) 7
1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED 8
1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)~~ INTENTIONALLY DELETED 8
1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED 8
1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED 8
1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018) 8
1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED 8
1.14 OPERATING COST BASE (OCT 2016) 8
1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) 8
1.16 HOURLY OVERTIME HVAC RATES (OCT 2016) 8
1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED 8
1.18 BUILDING IMPROVEMENTS (MAR 2016) 8
1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED 8
1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2020) 8

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 9
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016) 9
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 10
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018) 10
2.04 WAIVER OF RESTORATION (OCT 2018) 10
2.05 PAYMENT OF BROKER (JUL 2011) 10
2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2020) 10
2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012) 11
2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017) 12
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) 12
2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012) 13
2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED 13

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS 14
3.01 ~~LABOR STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED 14
3.02 WORK PERFORMANCE (JUN 2012) 14
3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019) 14
3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019) 14
3.05 WOOD PRODUCTS (OCT 2019) 14
3.06 ADHESIVES AND SEALANTS (OCT 2019) 14
3.07 BUILDING SHELL REQUIREMENTS (OCT 2016) 15
3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) 15
3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) 15
3.10 VESTIBULES (OCT 2020) 15
3.11 MEANS OF EGRESS (MAY 2015) 15
3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) 15
3.13 FIRE ALARM SYSTEM (SEP 2013) 16
3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016) 16
3.15 ELEVATORS (OCT 2020) 17
3.16 ~~BUILDING DIRECTORY (APR 2011)~~ INTENTIONALLY DELETED 17
3.17 FLAGPOLE (SEP 2013) 17
3.18 DEMOLITION (JUN 2012) 17
3.19 ACCESSIBILITY (FEB 2007) 17
3.20 CEILINGS (OCT 2019) 17
3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) 17
3.22 DOORS: IDENTIFICATION (APR 2011) 18
3.23 WINDOWS (OCT 2020) 18
3.24 PARTITIONS: GENERAL (OCT 2019) 18
3.25 PARTITIONS: PERMANENT (OCT 2019) 18
3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019) 18
3.27 WALL FINISHES – SHELL (SEP 2015) 18
3.28 PAINTING – SHELL (OCT 2019) 18
3.29 FLOORS AND FLOOR LOAD (OCT 2019) 19
3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013) 19
3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 19
3.32 BUILDING SYSTEMS (APR 2011) 19

3.33 ELECTRICAL (OCT 2019) 19
3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED 19
3.35 PLUMBING (JUN 2012) 19
3.36 DRINKING FOUNTAINS (OCT 2018) 20
3.37 RESTROOMS (OCT 2020) 20
3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019) 20
3.39 JANITOR CLOSETS (SEP 2015) 20
3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2020) 21
3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015) 21
3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012) 21
3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020) 22
3.44 ACOUSTICAL REQUIREMENTS (JUN 2012) 22
3.45 ~~SECURITY FOR NEW CONSTRUCTION (OCT 2019)~~ INTENTIONALLY DELETED 23
3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ INTENTIONALLY DELETED 23
3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED 23
3.48 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED 23
3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED 23
3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2020) 23
3.51 SYSTEMS COMMISSIONING (APR 2011) 23
3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014) 23
3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED 24
3.54 ~~DESIGN EXCELLENCE – LEASE (OCT 2016)~~ INTENTIONALLY DELETED 24

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES 25
4.01 ~~SCHEDULE FOR COMPLETION OF SPACE (OCT 2020)~~ INTENTIONALLY DELETED 25
4.02 ~~CONSTRUCTION DOCUMENTS (SEP 2012)~~ INTENTIONALLY DELETED 25
4.03 ~~TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)~~ INTENTIONALLY DELETED 25
4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)~~ INTENTIONALLY DELETED 25
4.05 ~~GREEN LEASE SUBMITTALS (OCT 2019)~~ INTENTIONALLY DELETED 25
4.06 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)~~ INTENTIONALLY DELETED 25
4.07 ~~PROGRESS REPORTS (OCT 2020)~~ INTENTIONALLY DELETED 25
4.08 ~~CONSTRUCTION INSPECTIONS (SEP 2015)~~ INTENTIONALLY DELETED 25
4.09 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)~~ INTENTIONALLY DELETED 25
4.10 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)~~ 25
4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) 25
4.12 AS-BUILT DRAWINGS (OCT 2019) 25
4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED 25
4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED 25
4.15 ~~LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)~~ INTENTIONALLY DELETED 25

SECTION 5 TENANT IMPROVEMENT COMPONENTS 26
5.01 ~~TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED 26
5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED 26
5.03 ~~FINISH SELECTIONS (SEP 2015)~~ INTENTIONALLY DELETED 26
5.04 ~~WINDOW COVERINGS (JUN 2012)~~ INTENTIONALLY DELETED 26
5.05 ~~DOORS: SUITE ENTRY (OCT 2019)~~ INTENTIONALLY DELETED 26
5.06 ~~DOORS: INTERIOR (OCT 2019)~~ INTENTIONALLY DELETED 26
5.07 ~~DOORS: HARDWARE (SEP 2013)~~ INTENTIONALLY DELETED 26
5.08 ~~DOORS: IDENTIFICATION (JUN 2012)~~ INTENTIONALLY DELETED 26
5.09 ~~PARTITIONS: SUBDIVIDING (OCT 2020)~~ INTENTIONALLY DELETED 26
5.10 ~~WALL FINISHES (OCT 2019)~~ INTENTIONALLY DELETED 26
5.11 ~~PAINTING – TI (OCT 2019)~~ INTENTIONALLY DELETED 26
5.12 ~~FLOOR COVERINGS AND PERIMETERS (OCT 2019)~~ INTENTIONALLY DELETED 26
5.13 ~~HEATING AND AIR CONDITIONING (JUN 2012)~~ INTENTIONALLY DELETED 26
5.14 ~~ELECTRICAL: DISTRIBUTION (SEP 2015)~~ INTENTIONALLY DELETED 26
5.15 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)~~ INTENTIONALLY DELETED 26
5.16 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~ INTENTIONALLY DELETED 26
5.17 ~~DATA DISTRIBUTION (OCT 2020)~~ INTENTIONALLY DELETED 26
5.18 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)~~ INTENTIONALLY DELETED 26
5.19 ~~LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)~~ INTENTIONALLY DELETED 26
5.20 ~~AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)~~ INTENTIONALLY DELETED 26

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 27
6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012) 27
6.02 UTILITIES (APR 2011) 27
6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020)~~ INTENTIONALLY DELETED 27
6.04 ~~UTILITY CONSUMPTION REPORTING (OCT 2016)~~ INTENTIONALLY DELETED 27
6.05 HEATING AND AIR CONDITIONING (OCT 2020) 27
6.06 OVERTIME HVAC USAGE (OCT 2020) 27

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

6.07 JANITORIAL SERVICES (JUL 2020) 28
6.08 ~~SELECTION OF CLEANING PRODUCTS (OCT 2019)~~ INTENTIONALLY DELETED 29
6.09 ~~SELECTION OF PAPER PRODUCTS (OCT 2019)~~ INTENTIONALLY DELETED 29
6.10 SNOW REMOVAL (OCT 2020) 29
6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013) 29
6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016) 29
6.13 ASBESTOS ABATEMENT (APR 2011) 29
6.14 ONSITE LESSOR MANAGEMENT (APR 2011) 29
6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2020) 29
6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020) 30
6.17 ~~LANDSCAPING (OCT 2019)~~ INTENTIONALLY DELETED 30
6.18 LANDSCAPE MAINTENANCE (APR 2011) 30
6.19 RECYCLING (JUN 2012) 30
6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013) 31
6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020) 31
6.22 INDOOR AIR QUALITY (OCT 2019) 32
6.23 RADON IN AIR (OCT 2016) 32
6.24 RADON IN WATER (JUN 2012) 33
6.25 HAZARDOUS MATERIALS (SEP 2013) 33
6.26 MOLD (OCT 2020) 33
6.27 OCCUPANT EMERGENCY PLANS (OCT 2020) 34
6.28 FLAG DISPLAY (OCT 2016) 34

SECTION 7 ADDITIONAL TERMS AND CONDITIONS 35
7.01 SECURITY REQUIREMENTS (OCT 2016) 35
7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016) 35
1.03 RENT AND OTHER CONSIDERATION (OCT 2020) 35
1.18 BUILDING IMPROVEMENTS (MAR 2016) 35
6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013) 35
7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED 35
7.04 LESSOR'S ADMINISTRATIVE FEE FOR POST OCCUPNACY TENANT ALTERATIONS AND ADDITIONAL SERVICES 35
7.05 BUILDING SHELL IMPROVEMENTS 35
7.06 ACCEPTANCE OF PREMISES 35

DS DTP

LESSOR: DS MS GOVERNMENT: DS SHL

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: 23,535 rentable square feet (RSF), yielding 22,620 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the First floor(s) and known as Suite(s) A & B, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 1.040 (4.0) percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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

A. Parking: 60 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 60 shall be surface/outside parking spaces. 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.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2020)

A. For the entirety of the Space, both Suites A and B, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term	Non-Firm Term
	Annual Rent	Annual Rent
Shell Rent[1]	$ 523,574.65	$ 523,574.65
Operating Costs[2]	(b) (4) [redacted]	[redacted]
Tenant Improvements rent[3]	[redacted]	[redacted]
Building Specific Amortized Capital (BSAC)[4]	[redacted]	[redacted]
Parking[5]	[redacted]	[redacted]
Routine Cleaning & Disinfecting Services[6]	[redacted]	[redacted]
Total Annual Rent[7]	$683,670.25	$683,670.25

(b) (4) [redacted]

DS DTP LESSOR: DS MS GOVERNMENT: DS SHL

B. **Suite A**: Of the **23,535** total rentable square feet (RSF) for this Lease, Suite A shall consist of **15,785** rentable square feet (RSF) yielding **15,050** ANSI/BOMA Office Area (ABOA) square feet (SF). For Suite A, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$370,214.02	$370,214.02
OPERATING COSTS[2]	(b) (4) [redacted]	
~~TENANT IMPROVEMENTS RENT[3]~~		
~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]~~		
PARKING[5]		
ROUTINE CLEANING & DISINFECTING SERVICES[6]		
TOTAL ANNUAL RENT[7]	$478,132.37	$478,132.37

(b) (4) [redacted]

C. **Suite B**: Of the **23,535** total rentable square feet (RSF) for this Lease, Suite B shall consist of **7,750** rentable square feet (RSF) yielding **7,570** ANSI/BOMA Office Area (ABOA) square feet (SF). For Suite B, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$153,360.63	$153,360.63
OPERATING COSTS[2]	(b) (4) [redacted]	
~~TENANT IMPROVEMENTS RENT[3]~~		
~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]~~		
PARKING[5]		
ROUTINE CLEANING & DISINFECTING SERVICES[6]		
TOTAL ANNUAL RENT[7]	$205,537.88	$205,537.88

(b) (4) [redacted]

D. Parking shall be provided at a rate of **$0.00** per parking space per month (structured/inside), and **$0.00** per parking space per month (surface/outside).

E. The Lessor has offered free rent for the first **two (2)** months of the Lease (free rent includes shell, operating, TI, BSAC and parking rent). Therefore, the first **two (2)** months of the Lease shall be provided at no cost to the Government.

F. INTENTIONALLY DELETED.

G. INTENTIONALLY DELETED

LESSOR: DS DTP DS MS GOVERNMENT: DS SHL

H. INTENTIONALLY DELETED

I. INTENTIONALLY DELETED

J. 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.

K. 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.

L. 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, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, 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.

M. INTENTIONALLY DELETED

N. The Lessor shall provide routine cleaning and disinfecting services, as outlined under sub-paragraph N of the paragraph entitled "Janitorial Services," at a rate of (b) (4) [redacted] The Government reserves the right to issue notice to unilaterally cancel the routine cleaning and disinfecting at any time during the Lease term and, in such a case, the rental rate will be reduced by this amount. This reduction shall occur after the Government gives 30 calendar days' notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

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

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

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

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

Month 5 Rental Payment [redacted] minus prorated Commission Credit of [redacted] equals [redacted] adjusted 5th Month's Rent.*

Month 6 Rental Payment [redacted] minus prorated Commission Credit of [redacted] equals [redacted] adjusted 6th Month's Rent.*

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

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the later of the day following the expiration of the required notice period, the termination date set forth in the notice or the date the Government fully vacates the entire termination portion. The Governments right to terminate less than the entire premises shall be limited to the entirety of the space leased by the Government in Suite A or B.

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

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2020)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
PAINT & CARPET SCOPE OF WORK	6	C
ACCESS CONTROL & SECURITY REQUIREMENTS SCOPE OF WORK	20	D
CABLING SCOPE OF WORK	59	E
GSA FORM 3517B GENERAL CLAUSES	17	F
SUPPLEMENTAL HVAC & GENERATOR SOW	4	G
CONSTRUCTION SCHEDULE	1	H
GSA FORM 1217	4	I
FIRE SUPPRESSION MAINTENANCE RIDER	1	J
ENERGY STAR BUILDING IMPROVEMENTS	1	K
REP REGARDING CERTAIN TELECOMMUNICATIONS/VIDEO	4	L

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)~~ INTENTIONALLY DELETED

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

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

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **29.71** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **23,535** RSF by the total Building space of **79,210** RSF. The tax parcel number is **033-15-5688**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV .

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

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be(b) (4) [redacted] This operating cost base in inclusive of, but not limited to, daytime cleaning and preventative maintenance on systems as outlined in Exhibit G attached hereto.

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 **$0.50** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

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

- **$ 50.00** per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:
Saturday: **N/A** AM through **N/A** PM
Sunday: **N/A** AM through **N/A** PM.

1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

A. See Section 7.05 of the Lease.

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

1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2020)

Lessor's Unique Entity Identifier (currently referred to as a Dun & Bradstreet DUNS Number): **829807226**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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

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

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

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

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

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

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

G. Contractor. "Contractor" shall mean Lessor.

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

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

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

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

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

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

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

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

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

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

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

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

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

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

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

2.04 WAIVER OF RESTORATION (OCT 2018)

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

2.05 PAYMENT OF BROKER (JUL 2011)

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

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2020)

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.

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

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

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

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

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

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

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

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this

Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

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

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

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

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

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

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

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

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

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

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

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

3.03 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 refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. INTENTIONALLY DELETED.

3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019)

A. For leases 10,000 RSF or greater, recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

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

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

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

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

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

3.05 WOOD PRODUCTS (OCT 2019)

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

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

C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/ or HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML. In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (HTTPS://US.FSC.ORG/EN-US), or the Sustainable Forestry Initiative (HTTP://WWW.SFIPROGRAM.ORG/).

3.06 ADHESIVES AND SEALANTS (OCT 2019)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no

heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/8/miscellaneous/1238/adhesives/0.

3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

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

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

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

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

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.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.10 VESTIBULES (OCT 2020)

A. Existing vestibules shall remain in place at public entrances and exits. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place 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 (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

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

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

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

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

3.13 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:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum

extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

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

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

3.15 ~~ELEVATORS (OCT 2020)~~ INTENTIONALLY DELETED

3.16 ~~BUILDING DIRECTORY (APR 2011)~~ INTENTIONALLY DELETED

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 2019)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the 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 related to biobased content as outlined under the Green Procurement Compilation at https://sftool.gov/greenprocurement and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False.

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 2019)

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 2019)

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 2019)

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

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

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

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

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

F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria related to recovered material content as outlined in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/1/construction-materials/22/building-insulation/0.

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 2019)

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

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

C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False.

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 (SEP 2013)

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

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

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

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

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

3.33 ELECTRICAL (OCT 2019)

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

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

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

3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.35 PLUMBING (JUN 2012)

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

3.36 DRINKING FOUNTAINS (OCT 2018)

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

3.37 RESTROOMS (OCT 2020)

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 modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. 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 200 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 at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)

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

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

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

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

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

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

3.39 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 2020)

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 that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

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

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

H. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

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

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

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

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

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

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

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

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

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

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020)

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

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

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

C. POWER DENSITY:

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

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

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

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

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

Conference rooms: NIC 40
Offices: NIC 35

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

3.45 ~~SECURITY FOR NEW CONSTRUCTION (OCT 2019)~~ INTENTIONALLY DELETED

3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ INTENTIONALLY DELETED

3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

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

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

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2020)

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

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

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

3.51 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

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

A. Environmental Due Diligence

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

B. National Environmental Policy Act

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

3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014)~~ INTENTIONALLY DELETED

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

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 ~~SCHEDULE FOR COMPLETION OF SPACE (OCT 2020)~~ INTENTIONALLY DELETED

4.02 ~~CONSTRUCTION DOCUMENTS (SEP 2012)~~ INTENTIONALLY DELETED

4.03 ~~TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)~~ INTENTIONALLY DELETED

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

4.05 ~~GREEN LEASE SUBMITTALS (OCT 2019)~~ INTENTIONALLY DELETED

4.06 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)~~ INTENTIONALLY DELETED

4.07 ~~PROGRESS REPORTS (OCT 2020)~~ INTENTIONALLY DELETED

4.08 ~~CONSTRUCTION INSPECTIONS (SEP 2015)~~ INTENTIONALLY DELETED

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

4.10 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)~~ INTENTIONALLY DELETED

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

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. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2019)

Not later than 45 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED

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

4.15 ~~LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)~~ INTENTIONALLY DELETED

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 ~~TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2016)~~ INTENTIONALLY DELETED

5.03 ~~FINISH SELECTIONS (SEP 2016)~~ INTENTIONALLY DELETED

5.04 ~~WINDOW COVERINGS (JUN 2012)~~ INTENTIONALLY DELETED

5.05 ~~DOORS: SUITE ENTRY (OCT 2019)~~ INTENTIONALLY DELETED

5.06 ~~DOORS: INTERIOR (OCT 2019)~~ INTENTIONALLY DELETED

5.07 ~~DOORS: HARDWARE (SEP 2013)~~ INTENTIONALLY DELETED

5.08 ~~DOORS: IDENTIFICATION (JUN 2012)~~ INTENTIONALLY DELETED

5.09 ~~PARTITIONS: SUBDIVIDING (OCT 2020)~~ INTENTIONALLY DELETED

5.10 ~~WALL FINISHES (OCT 2019)~~ INTENTIONALLY DELETED

5.11 ~~PAINTING – TI (OCT 2019)~~ INTENTIONALLY DELETED

5.12 ~~FLOOR COVERINGS AND PERIMETERS (OCT 2019)~~ INTENTIONALLY DELETED

5.13 ~~HEATING AND AIR CONDITIONING (JUN 2012)~~ INTENTIONALLY DELETED

5.14 ~~ELECTRICAL: DISTRIBUTION (SEP 2015)~~ INTENTIONALLY DELETED

5.15 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)~~ INTENTIONALLY DELETED

5.16 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~ INTENTIONALLY DELETED

5.17 ~~DATA DISTRIBUTION (OCT 2020)~~ INTENTIONALLY DELETED

5.18 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)~~ INTENTIONALLY DELETED

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

5.20 ~~AUTOMATIC FIRE SPRINKLER SYSTEM – TI (OCT 2016)~~ INTENTIONALLY DELETED

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

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

A. The Government's normal hours of operations are established as 6:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. **Cleaning shall be performed during normal hours of operation noted above (cleaning shall be completed no later than 3:30 PM).**

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

6.02 UTILITIES (APR 2011)

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

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020)~~ INTENTIONALLY DELETED

6.04 ~~UTILITY CONSUMPTION REPORTING (OCT 2016)~~ INTENTIONALLY DELETED

6.05 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

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

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

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

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

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

G. 420 ABOA SF (240 ABOA SF for Suite A and 180 ABOA SF for Suite B) 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 BTU output of this room is established as 25,000 BTU per hour. The temperature of this room shall be maintained at 68-72 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. The Lessor shall be responsible for maintenance of all supplemental HVAC units required to cool designated server rooms as well as the Vault described below.

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

1. INTENTIONALLY DELETED

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

6.06 OVERTIME HVAC USAGE (OCT 2020)

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

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

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

6.07 JANITORIAL SERVICES (JUL 2020)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Routine Cleaning and Disinfecting Requirements for the Premises.

The Lessor shall wipe down daily all solid, high contact surfaces in Building common areas (defined here as those areas used or accessed by the Government's employees and visitors), and within the leased Space, using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 (HTTPS://WWW.EPA.GOV/PESTICIDE-REGISTRATION/LIST-N-DISINFECTANTS-USE-AGAINST-SARS-COV-2), or other products containing the same active ingredient(s) at the same or greater concentration than those on the list. Cleaning staff shall use products in accordance with directions provided by the manufacturer. Cleaning staff shall wear disposable gloves (e.g., latex, nitrile, etc.), facemasks, and any additional personal protective equipment (PPE) as recommended by the cleaning and disinfectant product manufacturers. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

Examples of solid, high contact surfaces in Building common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. It does not include agency owned equipment such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry.

The Government reserves the right to issue notice to unilaterally cancel this routine cleaning and disinfecting at any time during the Lease term and, in such a case, the rental rate will be reduced by the amount specified for "Routine Cleaning and Disinfecting Services" under lease clause "Rent and Other Consideration." This reduction shall occur after the Government gives 30 calendar days notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

6.08 ~~SELECTION OF CLEANING PRODUCTS (OCT 2019)~~ INTENTIONALLY DELETED

6.09 ~~SELECTION OF PAPER PRODUCTS (OCT 2019)~~ 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 (SEP 2013)

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

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

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

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

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

2. Lessor shall perform cyclical repainting of the Space every 7.5 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 7.5 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

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

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

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

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2020)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-19-17, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

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

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

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

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

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

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

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

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

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

6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

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

6.17 ~~LANDSCAPING (OCT 2018)~~ 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 (JUN 2012)

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

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

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

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
   a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
   b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:
   a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
   b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
      i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
      ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
   1) The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
   2) The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
   3) Contact information for the named individual; and
   4) A description of the CUI building information provided.

   Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2019)

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

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

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

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

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet 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 and minimum MERV 10 rated ventilation system filtration whenever feasible.

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

6.23 RADON IN AIR (OCT 2016)

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."

B. Initial Testing:

1. The Lessor shall:
   a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);.
   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 D.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 D.2.

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.

C. 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 D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 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.

D. Testing Procedures:

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 listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the 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 listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the 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.

6.24 RADON IN WATER (JUN 2012)

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

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

6.25 HAZARDOUS MATERIALS (SEP 2013)

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

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

6.26 MOLD (OCT 2020)

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

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

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ an industrial hygienist or environmental consultant experienced in mold assessment to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods

identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

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

6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)

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

6.28 FLAG DISPLAY (OCT 2016)

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

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

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

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

1.03 RENT AND OTHER CONSIDERATION (OCT 2020)
2.04 WAIVER OF RESTORATION (OCT 2018)
1.18 BUILDING IMPROVEMENTS (MAR 2016)
6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

7.04 LESSOR'S ADMINISTRATIVE FEE FOR POST OCCUPNACY TENANT ALTERATIONS AND ADDITIONAL SERVICES

For tenant alterations projects and services ordered after the Lease Commencement Date under the Changes clause of the General Clauses, any Lessor administrative fee related to such services shall be: a) reasonable relative to the Lessor's administrative burden required to coordinate and provide such project or additional services, b) negotiated between Lessor and Government, and c) shall not exceed the following:

Additional Services Cost	Lessor's Project Management/Administrative Fee Shall Not Exceed
(b) (4) [redacted]	

7.05 BUILDING SHELL IMPROVEMENTS

As outlined in the schedule attached as Exhibit H of the Lease, the Lessor shall complete the following building improvements as part of the Building Shell requirements:

A. All work required under Exhibit C (Suite A) – Paint and Carpet Scope of Work.
B. Repaint and Recarpet Suite B to match existing. Colors, make, and performance standards of materials used should all match what currently exists in the space.
C. All work required under Exhibit D (Suite A) – Access Control and Security Requirements Scope of Work.
D. All work required under Exhibit E Suite A) – Cabling Scope of Work.
E. All work required under Exhibit K – Energy Star Related Improvements

7.06 ACCEPTANCE OF PREMISES

Notwithstanding anything to the contrary contained in the Lease, the Government accepts the Premises (including, but not limited to, common areas serving, or being used by the Government in connection with, the Premises) in their "as-is" condition (including, but not limited to, with respect to cosmetic/finish, signage, structural, security, setback, performance, equipment, parking, and operational requirements). Unless otherwise specified in the Scope of Work, Exhibits C, D, E, and Energy Star Narrative the Lessor does not have an obligation to perform any construction to prepare the Premises for the Government's occupancy with the exception of ensuring the premises are compliant with local codes and ordinances. In accepting the Premises in "as-is" condition, the Government warrants that the existing condition minimally complies with all shell building requirements of this Lease. Nonetheless, the Lessor agrees to keep such items or conditions in "good repair and tenantable condition" during the remaining term of the Lease. The acceptance of the Premises "as is" does not relieve the Lessor from the obligation to maintain and repair the building shell.

DocuSign Envelope ID: 63774D36-0(b) (5), (b) (7)(F)

DocuSign Envelope ID: 0R2F3083-7DB2-448A-8BF7-56E77E01F98E

LESSOR: MS

DS

DS

Exhibit A - Floor Plan
Lease: GS-11P-LVA00582

[redacted]

DULLES NORTH II
DULLES NORTH OFFICE PARK II CORP

SHEET TITLE
GSA - 22,620 USF
Measurement Area

PROJECT
22685 HOLIDAY DRIVE
STERLING, VIRGINIA

DATE 2.23.21
SCALE NTS
PROJECT NO.
SHEET S1

soma
ARCHITECTS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

CUSHMAN & WAKEFIELD

2101 L Street, NW
Suite 700
Washington, DC 20037
Tel +1 202 463 2100
Fax +1 202 223 2989
cushmanwakefield.com

Parking Narrative

60 parking surface parking spaces meeting the terms of the RLP and lease will be provided on site.

LESSOR: DS MS DS DTP DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

United States Customs and Border Protection
Statement of Work
Paint Refresh-Carpet Replacement

STATEMENT OF WORK

SPACE MODIFICATIONS FOR ARO-FDAU/DAC-TER
22685 Holiday Park Dr. sterling, VA.

I. Project Objective

To engage the U.S. Customs and Border Protection (CBP), Headquarters Facilities Branch, National Capital Regional Center, Facilities Management and Engineering Directorate in the removal of existing carpet and installation of new carpet and a refreshment of the current paint to include wall point up and repair. The area to be carpeted is approximately 15940 square feet located on the 22685 Holiday Park Dr. Sterling, Virginia.

Provide all supervision, labor, materials, and equipment.

Requirements include, but are not limited to: Painting and point up of all walls, Procurement and replacement of carpet and base, demo of designated VCT to be replaced by carpet, removal and relocation of designated existing millwork, needed to support space reconfigurations and/or refurbishments throughout the facility. Services include, but are not limited to, disconnecting, reconnecting desks and returns to facilitate carpet removal and installation and placement of furniture per provided drawings. Cleaning and buffing of existing VCT. Spot and special cleaning requirements throughout the facility.

Contractor shall provide documentation with the quote to include, but not limited:

Work Schedules and competition dates
Contractor's warranty, if none, state none
- Warranties for products proposed to be utilized

Carpet and Paint Specifications:
Carpeting, Paint and base must meet CBP space standards.

P-1	**General Paint**	Sherwin Williams	SW0055	The Classics LVR 53	Light French Grey	Egg Shell		All areas unless otherwise specified
P-2	**Doors/Door Trim Paint**	Sherwin Williams	SW0077	Suburban Modern URV 24	Classic French Grey	Semi Gloss		Doors/Door Trim Paint
P-3	**Ceiling Paint**	Sherwin Williams	7006	na	Extra White	Flat		Dry wall Ceilings, Exec. Conf , Exec. Rest Rooms
P-4	**Accent Color/Green**	Sherwin Williams	SW6213	218-C3	Green Halcyon	Egg Shell		Accent Walls
P-5	**Optional Accent Color/Blue**	Sherwin Williams	SW7606	280-C4	Blue Cruise	Egg Shell		Accent Walls
P-6	**Optional Accent Color/Yellow**	Sherwin Williams	SW7687	296-C6	Safari	Egg Shell		Accent Walls
P-7	Optional Accent Color/Burnt Orange	Sherwin Williams	SW7707	290-C7	Copper Wire	Egg Shell		Accent Walls

VB-1	Wall Base	Johnsonite	53	Traditional	Burnt Umber B	na	4" Cove	All
CARPETING								
CT1	Carpet Tile	Milliken	Suitable 2.0		Flint			General Carpet

February 22, 2021

LESSOR: MS DS DTP DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

- Note: Carpet spec. selection below is selected from the Vendors "Quick Ship" program to meet project timeline.

******Selected Quick Ship Carpet:

- Manufacture-Shaw
- Style name-Vertical Edge Tile
- Style Number-59114color-Shimmer Fringe
- Color Number-67585
- Collection-On the Edge
- Dimensions=18x36

Design Intent Documents (DIDs) for the HP Carpet Replacement:
This scope of work and the design intent drawings shall define the required work for the designated suite in the location. These plans define the intent of the design and delineates the limit of work.

II. Project Schedule

A. Proposed Project Schedule: The general contractor and his subcontractors shall provide the delivery and installation of the listed items as noted here-in according to GSA's approved schedule.

B. After Normal Hours Work: Construction services (Loud disruptive work, work associated with areas occupied, painting, and wall covering) shall be completed outside of normal business hours.

1. There will be no Sunday working hours for this project. Holiday hours may be included by special arrangement with the agency escort contact.

C. Normal Business Hours: Construction services (normal, quiet and non-odor producing work shall begin and complete during daytime hours, 6:00 am to 4:00 pm, Monday through Friday.

1. Contractor requesting to work outside the stated daytime hours, shall receive approval in advance, from the GSA COR and the CBP Project Manager.
2. Holiday work hours shall be by special arrangement and on a case-by-case basis with the approval of the GSA COR and the CBP Project Manager.
3. Additional hours can be coordinated with prior approval of the GSA COR and the CBP Project Manager to achieve timely completion of the agreed upon schedule.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

III. Corrected Drawing Notes

NA

IV. General Requirements

A. Line Item Services: Provide the minimum following line items as listed; as stated below and in the attached documents.

Detailed requirements:

- Repair and point up all walls.
- Prime and paint walls using CBP approved colors and materials.
- Remove and replace carpet and base using CBP approved/Specified materials.
- Remove VCT in room #30 replace with specified carpet.
- Remove existing millwork counter and reinstall in Detainee processing area as designated on drawings.
- Demo and dispose of all other existing millwork counters.
- Disconnect, reconnect desks and returns to facilitate carpet removal and installation
- Place furniture in position and reconnect furniture per provided drawings after new carpet installation.
- Clean, repair (where required) and buff existing VCT
- Vacuum all areas and clear all trash from work area.

B. Delivery and Installation – Contractor Responsibilities:

1. Delivery and Installation: The general contractor shall coordinate delivery and installation for the construction products as described in this SOW and the approved drawings, attached.

C. Construction Punch list: The general contractor shall be responsible for the punch list and the resolution of all outstanding construction deficiencies resulting from the work.

a. Prior to actual completion of the work, the general contractor shall schedule a punch list inspection with the GSA COR and the CBP Project Manager to identify outstanding items.

b. Prior to the punch list inspection, the general contractor shall review the space and prepare a list of all items or issues remaining to be completed. This list shall be provided for use at the time of the inspection.

c. **Within five (5) business days,** the general contractor shall prepare and provide an **electronic version of a written punch list** of all construction deficiencies to the GSA COR and the CBP Project Manager.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

d. The general contractor must complete all punch-list items **within thirty (30) days** of installation unless otherwise approved by the GSA COR and the CBP Project Manager.

4. Cleaning: The general contractor is responsible for a timely cleaning of all space and furniture that resides in public areas affected by the work, including the cleaning of all furniture and polishing of all wood case goods.

   a. The general contractor shall remove and dispose of all trash resulting from the delivery and installation services. Dumpster to be coordinated with the GSA COR and the CBP Project Manager.

   b. The general contractor shall vacuum the work area upon completion of all trash removal as required by the Building Management.

   c. Under no circumstances may trash be left for the Building Management or cleaning services to remove.

5. Furniture and Equipment Protection: The general contractor shall protect all building spaces, equipment and furniture from damage throughout construction process. The contractor shall assume all liability for the cost to repair or replace any incurred damage to the satisfaction of the Agency.

   a. Area Protection: The general contractor shall protect all floors, doors, walls and ceilings (if applicable) effected by the delivery and installation of the furniture. All floors, walls, ceilings, doors, jambs and lights shall be returned to their original condition when the installation is complete. The general contractor shall assume all liability for the cost to repair and replace any damages incurred as a result of the delivery and installation to the satisfaction of the GSA COR and the CBP Project Manager.

Drawing Security: No contractor shall leave construction drawings or floor plans in the space after construction is completed. The general contractor must turn in all printed construction or floor plans to the GSA COR or CBP Project Manager upon completion of the punch list.

V. Project Drawings

N/A

VI. Security Requirement

A. Escorts: All contractors making deliveries or performing work inside CBP spaces are required to have an agency escort. Prior to the start of work, the GSA COR and CBP Project Manager will provide the name and contact information for all escorts required.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

B. Personnel Security Information: Personnel security information must be **submitted not-later-than 12:00 Noon three (3) business days prior** to delivery or installation date.

AND

Security Information Form must be completed and sent electronically to the GSA COR and CBP Project Manager for processing.

C. Restricted Access: Vendors are permitted access to the designated space where the work is required. Access to other portions of the building is strictly prohibited. Vendors shall cooperate with the CBP escort assigned to the project to ensure a timely completion of the work.

D. Vendor Deportment: All Vendors shall conduct themselves is a professional manner at all times. Any worker who uses profanity, creates a disturbance to other tenants or is loitering in the building will be removed from the project site. No eating or drinking is allowed inside the suite where the installation occurs. All trash as a result of the aforementioned activities must be cleaned up by the Vendor.

E. Controlled Substances: Federal Building regulations strictly prohibit smoking, the use of tobacco and the use of illegal drugs within any portion of the building, including the alley or garage area. Individuals who engage in this type of activity will be subject to fines or possible arrest.

VII. Delivery and Installation Requirements

A. Delivery Address: U.S. Customs and Boarder Protection
22685 Holiday Park Drive
Sterling, Virginia

B. Requirements

1. All trucks entering the Building loading dock area, whether making a delivery or a pick-up, must first pass through the Federal Protection Service Mobile Scanning facility located at 12th and C Streets, SW, Washington, D.C.

   a. Hours of Operation: Monday through Friday 5:00 am until 5:00 pm Saturdays and Holidays: 6:00 am until 2:00 pm. Closed on Sundays

   b. Telephone: 202-260-3256

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

2. Loading dock rules and regulations state that trucks must not be left unattended at any time.
3. Contractors shall protect all interior doors, floors, walls and finishes from any damage sustained in the delivery. The general contractor shall assume all liability for the costs to repair any incurred damage resulting from lack of protection.

C. Loading Dock and Service Elevator Access

1. Loading Dock: For security and access to the rear secure parking area by others, trucks must not be left unattended at any time.
2. Truck Size Limitations: The loading dock cannot accommodate project deliveries via tracker trailers (18-wheelers). All deliveries require box trucks and are limited by the particular restrictions of the Building. Vendors shall comply with all truck size restrictions.
4. Contractor Responsibility: It is the responsibility of the general contractor to verify that building access requirements and service elevator sizes are acceptable for delivery vehicles and materials to be installed. If access to the building is not acceptable, the general contractor shall notify the GSA COR and CBP Project Manager immediately.
5. Protection of Interior Finishes: The general contractor shall protect all interior doors, floors, walls and finishes from any damage. The GC shall assume all liability for the costs to repair any incurred damage resulting from lack of protection.

   The general contractor is responsible for documenting condition of existing space and surrounding public areas prior to start of delivery, installation and reconfiguration services.

D. Project Points of Contact – to be provided by GSA COR or CBP Project Manager

E. Parking / Metro Access

1. Vendors and related personnel are responsible for their own parking and any associated costs.

END OF STATEMENT OF WORK

DS SAL

February 22, 2021

LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

United States Customs and Border Protection
Statement of Work – Office of Field Operation
(OFO / ARO/FDAU-DAC-TER)
Access Control, Intrusion Detection & General Security Requirements
22685 Holiday Park Dr. Sterling, Virginia

STATEMENT OF WORK

I. Project Objective

To engage the U.S. Customs and Border Protection (CBP), Headquarters Facilities Branch, National Capital Regional Center, Facilities Management and Engineering Directorate in the design, installation of a State of the art Security monitoring and entry control system for the Office of Field Operations (OFO) ARO/FDAU, DAC-TER groups to be relocated to 22685 Holiday Park Drive, Sterling Virginia.

The new systems plan for this office is to provide a new office for OFO ARO/FDAU, DAC-TER. Currently the groups reside in office space in Falls Church, VA and must be relocated as a lease renewal or extension is unavailable.

The overall project scope of work is required to meet FPS/FHS and CBP standards and should not be exclusively limited to the following due to factors that include unforeseen conditions, additional GSA, FPS DHS or CBP/OFO requirements and/or coordination throughout the design process: The Project Work area will be turned over to the Contractor as an empty space.

OVERALL GENERAL - SCOPE OF WORK

The overall project scope of work should not be exclusively limited to the following due to factors that include unforeseen conditions, additional FPS, DHS, GSA, CBP/OPR requirements and / or coordination throughout the design process. The construction design and construction cost will include all necessary labor, materials, equipment, permits / building approvals, as required to provide a turn-key completed construction project to OFO. All efforts are to be made to purchase all materials from CBP Approved Vendors and GSA schedule pricing including but not limited to: Security equipment, conduit wiring, cabling etc.

Preparation/Demolition – including but not limited to:

- Identify, remove / relocate existing devices as required per the CBP approved plan
- Identify and Prep existing areas to receive new devices as required per plan
- Identify, de-install and store any predesignated devices deemed suitable for repurposing by CBP.

General Requirements – included but not limited to:

- Provide and install a new state of the art HSPD12 compliant perimeter security system which meets FPS,CBP, GSA specifications
- Provide a new state if the art CCTV monitoring/recording system consisting of approx.10 day/night cameras with interface to CBP and FPS as specified by CBP/OPR/OIT
- Provide and install a CBP approved and FPS specified state of the art entry control/monitoring system consisting of approx. 15 HSPD12 compliant card readers and 2 ground loops to include database for programming CBP credentials and recording of access activity.

DS SHL

LESSOR: DS MS DS DTP

United States Customs and Border Protection
Statement of Work – Office of Field Operation
(OFO / ARO/FDAU-DAC-TER)
Access Control, Intrusion Detection & General Security Requirements
22685 Holiday Park Dr. Sterling, Virginia

- Add 2 card readers at rear gate to interface with ground loops for entry and exit to secure parking at rear of facility.
- All systems infrastructure are required to be based *in CISCO* technology. Only HSPD 12 compliant security hardware specifications to be used.
- Paint/repair affected areas newly constructed inside and outside of new office

Approved Vendors: Only the below CBP approved vendors are authorized to install the PACS and intrusion detection systems.

Mala Grover President/CEO digitronics, inc. 505 Huntmar Park Drive, Suite 375 Herndon, Va. 20170 Tel: 703.707.0770
Neil Crisman Aspiryon, LLC. SBA 8(a) EDWOSB www.aspiryon.net Austin, TX Phone: (210) 404-4355 Cell: (586) 260-2868
Diana Davis CEO Integriward 4203 Gardendale St., Suite C210 San Antonio, TX 78229 Phone: (210) 595-1245 Cell: (210) 279-3192

All PACS projects must address, but not limited to:

1. Physical Access Control
2. Intrusion Detection System
3. Intercom Systems
4. Lighting Systems
5. Annunciation Systems
6. Duress Buttons
7. Networking Infrastructure
8. Visitor Management

DS SHL

February 22, 2021

LESSOR: DS MS DS DTP

9. Independent Validation and Verification
10. OneNet Integration
11. Federal Bridge Connectivity
12. USCBP Approved Integrators

Project Specifics:

- Install PACS, IDS and VSS systems consisting of 12 card readers, 10 Cameras integrated with DVR and FPS Mega Center as indicated on provided drawings.
- Install stationary arms or other acceptable apparatus at rear gate for new card readers to interface with ground loops to facilitate entry and exit to secure parking area at rear of facility.
- Replace intercom system and insure interface with VIOP phone system.
- Install intrusion detection (IDS) system consisting of HSPD 12 compliant devices in specific locations as indicated on provided drawings.
- Intrusions system to include glass break sensors.
- Replace/Install CCTV VSS system requiring 10 ea. CCTV cameras in current locations as indicated on provided drawings VSS system consisting of HSPD 12 compliant cameras. Type and Model TBD
- VSS to have a Digital medium/DVR with minimum 30 data storage capacity.
- VSS to interface with both the PACS and IDS integrated to allow monitoring by the FPS mega center.
- Provide and test for functionality all required support infrastructure for card readers (PACS) to include an integrated Video Surveillance system (VSS), intrusion detection system (IDS) and camera based surveillance and recording systems.
- Installation to include testing and interface with FPS mega Center
- Patch and repair all areas affected by new installation

Fire Protection and Life Safety Requirements

Modifications to the building fire system of any kind shall be performed by a Registered Fire Protection Engineer. Additional requirements are detailed below:

- Re-organization / coordination for the fire sprinkler due to new revised plan layout and code requirements
- GSA's Fire Protection Engineers are the authority having jurisdiction (AHJ) for all GSA owned facilities
- Provide and install all fire alarm devices and appliances that are compatible with the existing equipment and in accordance with NFPA 72 requirements. All new circuits or pathways must be

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

similar in class & style to the existing circuits or pathways. Performance features must be maintained.

- Provide speakers with a maximum spacing of 600 square feet per speaker. Where sound has to pass through more than one non-insulated or one sound insulated partition, provide an additional speaker.
- New notification appliances will be connected to the nearest notification appliance circuit capable of accepting the additional load. If the existing circuits cannot accommodate the additional appliances, a new extender panel/amplifier will be provided.
    - Contractor shall meter and identify the existing notification circuit to connect the additional notification appliances. This may require actual tracing of the circuits and after-hours load and voltage testing. Contractor shall provide existing load data to the AHJ for review and approval.
    - In lieu of metering the existing circuits, the contractor may perform load calculations to confirm adequate circuit capacity to tie in the additional notification appliances. Submit the calculations to the AHJ for review and approval.
- Shop drawing design shall be by a NICET Level III or IV Fire Alarm Technician or a Registered Fire Protection Engineer. Installation shall be accomplished by an electrical contractor with a minimum of five years' experience in the installation of fire alarm systems.
- Conductors must match existing in gauge, type and color coding. All conductors which are terminated, spliced, or otherwise interrupted in any enclosure, cabinet, mounting or junction box shall be connected to terminal blocks. Use of wire nuts is prohibited.
- Install all conductors in rigid metal conduit or electrical metallic tubing, with a minimum diameter of ¾". Run conduit or tubing concealed unless specifically shown otherwise on the drawings. All wiring for the fire alarm system must be installed in separate conduit. No other building wiring is permitted in conduit that contains fire alarm wiring. All conduits must be properly supported from the structure, and must be marked or banded (red) every 10 feet. All junction or pull boxes must be painted red and marked "FA"
- Submit shop drawings (not smaller than 22in by 34in) and, as a minimum, shall include the following:
    - Point to point wiring diagrams showing the points of connection and terminals used for all electrical field connections in the system, including all interconnections between the equipment or systems which are supervised or controlled by the system.
    - Include annotated catalog data showing manufacturer's name, model, voltage, and catalog numbers for all equipment and components.
    - Include battery calculations for both the alarm and supervisory power requirements. Ampere-hour requirements for each system component shall be submitted with the calculations.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

  - Provide the batteries with sufficient capacity to operate all signaling line circuits, initiating device circuits, and notification appliance circuits in normal or supervisory (non-alarm) mode for a period of 24 hours. Following this period of operation on battery power, the batteries shall have sufficient capacity to operate all components of the system in alarm mode for a period of fifteen (15) minutes. Battery capacity calculations shall be based on equipment current draw at a minimum operating voltage of 24 VDC. Provide batteries sized at 150% of fire alarm manufacturer's calculations.
  - Provide a color code schedule for the wiring and floor plans showing the location of all devices and equipment.
  - The signature and seal of a registered Professional Fire Protection Engineer, registered Professional Engineer with a minimum of two years fire protection design experience, or a NICET Level III or IV Technician.
- The GSA Fire Alarm Shop (FAS), (301)-636-1744, must be contacted to schedule an outage before any work which could affect the fire alarm system, is permitted.
- When the contractor works on the fire alarm circuits, the system must be taken out-of-service by the GSA FAS, and the system must be returned to "normal" before the electricians/contractors leave for the day.
- No fire alarm circuit tie-in is permitted without GSA Fire Alarm Shop presence.
- Fire alarm programming changes are permitted only when confirmed acceptance testing is scheduled with the AHJ. A fire alarm program change MUST be acceptance tested within 24 hours of the change.
- Conduct preliminary tests to ensure that all devices and circuits are functioning properly. After preliminary testing is complete, provide a letter certifying that the installation is complete and fully operable. The letter shall state that each initiating and indicating device was tested in place and functioned properly. The letter shall include the names and titles of the witnesses to the preliminary tests. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the preliminary testing to make necessary adjustments. A member of the GSA fire alarm shop must be invited to the preliminary test.
- Notify the Contracting Officer in writing when the system is ready for final acceptance testing. Submit the request for testing at least 15 working days prior to test date. The final tests shall be witnessed by a representative of the GSA Safety Environment and Fire Protection Branch and the GSA Fire Alarm Shop. At this time, any and all required tests shall be repeated at the discretion of the Government.
- Submit as-built drawings to the Contracting Officer upon completion of the project. These drawings shall indicate changes from the original layout, marked in red.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

- Any openings and penetrations through fire rated walls, floors, and ceilings, the design shall include fire sealed to match adjacent rating.

Fire and Life Safety System Testing and Acceptance

The Contractor shall provide a Fire Protection Engineering firm, other than the Design Team Fire Protection Engineer, acceptable to the GSA Fire Protection Engineering Section, to witness system acceptance testing and inspections.

- Fire Protection Engineering Firm
  - The contracting firm shall be a firm whose prime enterprise is in the field of fire protection engineering. The contracting firm should have a fully operational and fully staffed office within a 50 mile radius of Washington, DC. The contracting firm must provide a program manager who possesses a BS or MS in Fire Protection Engineering, and meets the experience requirements for fire protection engineers listed below. Complete documentation to support fire alarm systems testing experiences must be resubmitted as a part of the submittal package.
- Employee Qualifications
  - Qualified fire protection engineers shall witness acceptance testing. The contractor must employ a full-time team of at least two qualified fire protection engineers, available for the Testing required by this contract. The engineers shall possess a BS or MS in Fire Protection Engineering with at least four consecutive years of experience, in fire protection engineering work, within the past six (6) years. Proposed personnel shall demonstrate that they have been involved in alarm systems testing similar in complexity relevant to the scope.
  - The proposed personnel shall demonstrate that they have acted in charge of fire protection engineering designs involving all aspects of fire protection. This includes design of wet and dry sprinkler systems, and wet chemical extinguishing systems. The qualifications of individuals shall also include design of multiplex/addressable building fire alarm and emergency voice communication systems.
  - The FPEs shall have experience in submittal review, construction inspection, acceptance testing and commissioning systems.
  - The FPEs shall demonstrate a thorough working knowledge and formal training in fire protection codes and standards, especially the latest edition of NFPA 101, NFPA 13, NFPA 72, NFPA 90A and the International Building Code.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Testing and inspections shall include the following minimum criteria:

- Fire Alarm System
  - Testing and commissioning in accordance with NFPA 72
  - All new equipment shall be 100% fully tested
  - Confidence (re-acceptance) testing to include 10% of the building field devices
  - Test each fire alarm initiating and indicating device and circuit for proper operation and response
  - Test the system for all specified functions in accordance with the contract specifications, and the approved sprinkler and fire alarm submittals
  - Determine that the system is operable under trouble conditions
  - Test the adequacy of the notification appliances (visible and audible characteristics)
  - Program changes to the building fire alarm control panel will require re-acceptance testing within 24 hours of the change
  - As applicable, perform a battery test for all new control panels and extender panels
- Sprinkler System
  - Verify compliance with NFPA 13
  - Visual inspection of the sprinkler system adequacy, coverage, piping, sprinkler locations and types.
- Fire compartment integrity
  - Visually inspect fire rated partition/wall and floor assemblies, fire door and fire/smoke damper operation.
- Life safety
  - Verify compliance with the NFPA 101 egress requirements
  - Visually inspect emergency lighting, exit signage, and egress arrangement (pathways, exits, special locking, etc.)

Contractor shall provide a written Discrepancies and Omissions (D&O) list within 48 hours of completion of each test or inspection. D&O list shall describe conditions which do not comply with the above criteria with recommended corrective action. Note that the task includes follow up inspections and testing necessary to verify corrections of items. If no items are necessary for correction, the D&O list shall indicate all items have been corrected and the space is acceptable for issuance of an occupancy certificate.

ENVIRONMENTAL REQUIREMENTS

Contractor shall not allow the venting of coolants to the atmosphere in compliance with section 608 of the Clean Air Act (40 CFR Part 82)

HAZARDOUS MATERIAL REQUIREMENTS

All work, including contact with and handling of hazardous materials, the disturbance or dismantling of structures containing hazardous materials, and/or the transport and disposal of hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926, and 40 CFR 761/260-271

General

All work area should be inspected prior to starting work. If material suspect to be ACMs or LBPs are encountered, the material shall be sample for bulk asbestos and/or lead paint chip.

Asbestos Containing Material

It is not anticipated that Asbestos Containing Material will be encountered during work activities.
All thermal systems insulation (i.e., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), installed no later than 1980, must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.
The Contractor will obtain the services of a qualified firm to conduct an asbestos assessment of the portion of the building scheduled for renovation. Qualified is defined as utilizing personnel who are U.S. Environmental Protection Agency (EPA) accredited AHERA Inspectors/Management Planners or Project Designers. The assessment is to include the following:

- Search for any existing documentation. Contact the GSA Safety and Environmental Management Branch at (202) 708-5236 to review existing documentation.
- Perform a walk-through inspection.
- Sample any possible ACM not identified in existing documentation. Sampling should conform to the requirements found in 40 CFR 763.85.
- Provide sampling, testing and report for asbestos containing materials (ACM) that will be disturbed as a result of the projects.

Work involving the disturbance, dismantling or demolition of asbestos containing materials or structures containing asbestos; and/or the removal and disposal of asbestos, shall also comply with the requirements of 40 CFR Part 61, Subparts A and M; 29 CFR 1915.1001

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

(where applicable); GSA PBS 1000.1 Asbestos Policy; and GSA Specification 02085 (Asbestos Abatement Procedures).
Any required asbestos abatement and waste disposal shall be included in the construction cost estimate as a separate line item, as well as the contract drawings and specifications.

The most recent asbestos building wide survey is provided for reference. Materials assessed to be part of a homogenous area previously determined to be NAD need not be re-sampled.

Lead Based Paint

It is not anticipated that Lead-Based Paint (LBP) will be encountered during work activities.
All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead based paint unless proven otherwise.
The Contractor shall protect employees and the building by minimizing the creation of dust when patching/repairing/prepping existing surfaces for new paint. Dry sanding is prohibited.
The Contractor will obtain the services of an industrial hygiene firm to conduct a lead-based paint assessment of the portion of the building scheduled for renovation. The assessment is to include the following:

- Search of any existing documentation. Contact the GSA Safety, Environment and Fire Protection Branch at (202) 708-5236 to review existing documentation.
- Perform an on-site walk-through inspection to verify existing conditions.
- Sampling of any suspect lead-based paint not identified in existing documentation.
- Provide sampling, testing and report for paint containing lead that will be disturbed as a result of these projects.

Work involving the disturbance, dismantling or demolition of lead based paint shall comply with 29 CFR 1926.62, as well as GSA Specification 02090 (Lead Based Paint Abatement Procedures). It shall be the responsibility of the Contractor to adequately test and characterize the waste by the toxicity characteristics leaching procedure (TCLP) – Lead.
Any required abatement and lead waste disposal shall be included in the construction cost estimate as a separate line item, as well as the contract drawings and specifications.

Polychlorinated Biphenyl

It is not anticipated that Polychlorinated Biphenyl (PCB) will be encountered during work activities.
For all caulking/waterproofing removal projects in buildings constructed prior to 1979, assume PCB contamination above 50 ppm. Testing of waste materials is not mandatory, but if no testing is conducted the waste must be classified per EPA as "PCB Bulk Waste". The Contractor has the option to test caulking, waterproofing materials, and waste generated for PCB content in accordance with 40 CFR 761. If the materials yield PCB levels below 50 ppm they can be disposed of as standard construction debris.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

All unmarked capacitors and ballasts will be considered to contain PCBs and shall be managed as such.
Fluorescent and high intensity discharge lamps must be managed as Universal Waste and sent to a recycler or as Hazardous Waste if materials are not sent to a recycler. In addition, lamps that are broken or crushed must be managed as hazardous waste unless otherwise stated in local regulations.
The procedures outlined in GSA Specification Section 02089 will be followed to assure proper recycling/disposal of small PCB items such as PCB ballasts and mercury lamps.

Presence of Hazardous Materials

If any of the pre-alteration assessments determines that a hazardous material is present, the Contractor shall follow the requirements above.

Hazardous Materials Cost Tracking

The Contractor shall propose and invoice costs for all effort related to asbestos separately from costs for all effort related to Lead and PCBs, both of which shall be separate from all other costs for GSA's accounting purposes.

SUSTAINABILITY REQUIREMENTS

Green Purchasing

All products and services purchased by GSA must meet strict sustainability requirements including, but not limited to, non-toxic, low VOC, recycled content, energy efficient, and water conserving. Where products that are labelled FEMP-approved, DesignLights Consortium® (DLC)-approved, Energy Star, EPA Safer Choice, or WaterSense exist and are applicable for this project, they must be used.
Note that coal tar sealant may not be used. Sealcoat (two applications at a rate of 0.11 – 0.13 gallon/yd^2) with a Coal Tar Pitch Emulsion (CTPE) sealer that meets or exceeds RP 355e and ASTM D5727 specifications and standards may be used (strive for 30% asphalt content). Include CTPE sealer specifications.

Key Sustainable Products

The use of GSA's Key Sustainable Product (KSP) standards is mandatory for all contracts and task orders. If any of the five materials listed below are purchased as part of this project, they must comply with their respective sustainability standards. The Contractor shall specify the brand name and product that shall be used to meet each applicable KSP standard below. The Contractor shall provide the required data submittals to the Contracting Officer (CO) or their designee prior to the start of construction. The COR shall verify that the products submitted are compliant with these KSPs. The Contractor shall use standards listed in the Green Procurement Compilation (https://sftool.gov/greenprocurement) for products not listed below:

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

- Concrete (ready-mix and site-mix) Standard: ≥ 25% fly ash OR ≥ 15% ground granulated blast-furnace (GGBF) slag.
- Interior Latex Paint Standard: ≤ 50 grams per liter (g/L) VOCs post-tint (i.e. SCAQMD Rule 1113 standard).
- Acoustical Ceiling Tile Standard: Meets the California Section 01350 standard for low-VOC materials; AND total recycled content ≥ 20%; AND recyclable in a closed loop process; AND USDA Certified BioPreferred; AND Environmental Product Declaration (EPD) available.
- Nylon Carpet Standard: NSF 140 Platinum certification or Cradle-to-Cradle Bronze
- Gypsum Board Standard: Greenguard Gold certification OR 0 g/L VOCs

In addition to the above listed key sustainable products, all other interior finishes must meet, at a minimum, the baseline environmental requirements specified in the GSA P100 facilities standards, Chapter 3, Architecture and Interior Design. Contractor shall submit product data for each finish material used, demonstrating compliance with the appropriate environmental requirements. Sustainability requirements for specific interior finishes and construction materials may also be found at https://sftool.gov/.

Proof of Compliance

The Contractor must, at all times during the performance of this contract, maintain a cut sheet or other documentation of compliance with product purchasing activities as stated within this specification. The Contractor shall provide copies of such documentation to the Contracting Officer or their designee as required or upon request.

Construction and Demolition Debris

Practice efficient waste management in the use of materials in the course of the work and use all reasonable means to divert construction and demolition waste from landfills and incinerators. The contractor shall provide enough containers for collecting construction debris and construction materials to be recycled. Unless state or local regulations require a higher percentage, this project is required to achieve minimum end-of-project rates for diversion of 50% by weight of total non-hazardous solid waste generated by the work (unless additional rates are indicated elsewhere in this Scope). While GSA's minimum waste diversion requirement is 50%, the agency has a higher goal of 70% waste diversion for this project if required by specific regional targets. At the beginning of the project, the contractor/vendor is required to submit a waste management plan with monthly update reports on progress to the GSA project manager, as well as a final report documenting the total tons recycled, total tons reused, and total tons landfilled.
Waste reports and associated documentation must be submitted with each invoice.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Refrigerants

The Contractor shall identify the type(s)/amount(s) of refrigerant(s) to be recovered as part of the project and their viability for reuse as recovered or after reclamation. GSA will determine and inform the Contractor of the disposition plan (reuse by GSA, reuse by the DOD, sale to a certified technician or reclaimer or disposal per RCRA regulations). The Contractor shall develop the contract documents accordingly.

II. Project Schedule

A. Proposed Project Schedule: CBP-FME to work directly with the OFO for escorting and accessing the space.

1. The tentative schedule for start of the renovation is December 2020, to allow for GSA to award construction contract to a Contractor.

B. After Normal Hours Work: Construction services (Loud disruptive work, work associated with areas occupied, painting, and wall covering) shall be completed outside of normal business hours starting at 6:00 pm to 10 pm.

1. There will be no Sunday working hours for this project. Holiday hours may be included by special arrangement with the agency escort contact. Saturday will be considered by CBP by special arrangement with agency escort contact.

C. Normal Business Hours: Construction services (normal, quiet and non-odor producing work shall begin and complete during daytime hours, 7:30 am to 4:00 pm, Monday through Friday.

1. Contractor requesting to work outside the stated daytime hours, shall receive approval in advance, from the GSA COR and the CBP Project Manager.
2. Additional hours can be coordinated with prior approval of the GSA COR and the CBP Project Manager to achieve timely completion of the agreed upon schedule.

III. General Construction Requirements

A. Demolition: Provide the minimum following line items as listed; as stated below and in the attached documents. GC to provide all necessary protection during demolition. Protection including but limited to: existing access flooring, door / frame, hallway carpet to service elevator. GC will remove all demolition off site daily.

Specification Requirements: Or Like Product

Note: Prepare ALL Demo items for new installation

- Make safe electrical prior to start of demolition
- Coordinate with building facilities for access to the elevator / electrical room
- Coordinate with CBP OI OIT for accessing the LAN rooms

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

B. Delivery and Installation – Contractor Responsibilities:

1. Delivery and Installation: The general contractor shall coordinate delivery with CBP and meet CBP loading dock requirements and installation for the all construction products material and equipment as described in this SOW and the overall project plan layout.

C. Construction Punch list: The general contractor shall be responsible for the punch list and the resolution of all outstanding construction deficiencies resulting from the work.

   a. Prior to actual completion of the work, the general contractor shall schedule a punch list inspection with the GSA COR and the CBP Project Manager to identify outstanding items.

   b. Prior to the punch list inspection, the general contractor shall review the space and prepare a list of all items or issues remaining to be completed. This list shall be provided for use at the time of the inspection.

   c. Within five (5) two (2) business days, the general contractor shall prepare and provide an electronic version of a written punch list of all construction deficiencies to the GSA COR and the CBP Project Manager.

   d. The general contractor must complete all punch-list items within thirty (15) three (3) days of installation project completion unless otherwise approved by the GSA COR and the CBP Project Manager.

4. Cleaning: The general contractor is responsible for a timely cleaning of all space and furniture that resides in public areas affected by the work, including the cleaning of all furniture and polishing of all wood case goods. Existing equipment.

   a. The general contractor shall remove and dispose of all trash resulting from the delivery and installation services on a daily basis. Dumpster to be coordinated with the GSA COR and the CBP Project Manager.

   b. The general contractor shall vacuum the work and surrounding public hallway, as necessary area upon completion of all trash removal as required by the Building Management and CBP facility management.

   c. Under no circumstances may trash be left for the Building Management or cleaning services to remove.

5. Furniture and Equipment Protection: The general contractor shall protect all building spaces, equipment and furniture from damage throughout construction process. The contractor shall assume all liability for the cost to repair or replace any incurred damage to the satisfaction of the Agency.

6. All new project furniture to be completely procured, delivered and installed as required to meet to intent of the consolidation project.

7. All existing furniture to be completely removed in coordination with CBP. The furniture will need to be consolidated for relocation to either CBP warehouse facility or directly to GSA for

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

excessing. The cost (including GSA fees and delivery) of relocating to GSA to be included within this project.

a. Area Protection: The general contractor shall protect all floors, doors, walls and ceilings (if applicable) effected by the delivery and installation of the furniture for any part of the Project's scope of work. All floors, walls, ceilings, doors, jambs and lights shall be returned to their original condition when the installation is complete. The general contractor shall assume all liability for the cost to repair and replace any damages incurred as a result of the delivery and installation to the satisfaction of the GSA COR and the CBP Project Manager.

Drawing Security: No contractor shall leave construction drawings and / or floor plans / specifications in the space after construction is completed. The general contractor must turn in all printed construction and / or floor plans / specifications to the GSA COR or CBP Project Manager upon completion of the punch list.

IV. Project Drawings

Refer to provided drawing

V. Security Requirement

A. Escorts: All contractors making deliveries or performing work inside CBP spaces are required to have an agency escort. Prior to the start of work, the GSA COR and CBP Project Manager will provide the name and contact information for all escorts required.

B. Personnel Security Information: Personnel security information must be submitted not-later-than 12:00 Noon three (3) business days prior to delivery or installation date.

Security Information Form must be completed and sent electronically to the GSA COR and CBP Project Manager for processing. No contractor allowed on site without being approved for access by CBP.

C. Restricted Access: Vendors Contractors are only permitted access to the designated space where the work is required. Access to other portions of the building is strictly prohibited.

D. Vendors shall cooperate with the CBP escort assigned to the project to ensure a timely completion of the work.

E. Vendor Deportment: All Vendors Contractors shall conduct themselves in a professional manner at all times. Any worker Contractor who uses profanity, creates a disturbance to other tenants to any of CBP's business partners or is loitering in the building will be removed from the project site. No eating or drinking is allowed inside the suite where the installation occurs. All trash as a result of the aforementioned activities must be cleaned up by the Vendor.

F. Controlled Substances: Building Management and Federal Building regulations strictly prohibit smoking, the use of tobacco and the use of illegal drugs within any portion of the building,

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

including the alley or garage area. Individuals who engage in this type of activity will be subject to fines or possible arrest.

VI. Delivery and Installation Requirements

A. Delivery Address: CBP-Holiday Park
22685 Holiday Park Dr.
Sterling, VA

B. Delivery Requirements

1. All trucks entering the loading dock area, whether making a delivery or a pick-up, must first pass through the Federal Protection Service Mobile Scanning facility GC to confirm location with CBP prior to deliveries.
   a. Hours of Operation: Monday through Friday 5:00 am until 5:00 pm
   Saturdays and Holidays: 6:00 am until 2:00 pm. Closed on Sundays
   b. Telephone: 202-893-0129
   2. To schedule a delivery to the facility Contact the CBP project manager in charge
3. Loading dock rules and regulations state that trucks must not be left unattended at any time.
4. Contractors shall protect all interior doors, floors, walls and finishes from any damage sustained in the delivery. The general contractor shall assume all liability for the costs to repair any incurred damage resulting from lack of protection.

C. Loading Dock and Service Elevator Access

1. Loading Dock: For security and access to the secure parking area by others, trucks must not be left unattended at any time.
2. Truck Size Limitations: The loading dock cannot accommodate project deliveries via tracker trailers (18-wheelers). All deliveries require box trucks and are limited by the
3. Vendors shall comply with all truck size restrictions.
4. Service Elevator Dimensions: Service elevator information is as follows: **N/A**
   a. Service Elevator Doors: 4 feet (wide) x 8 feet (high)
   b. Service Elevator Dimensions:
      - One (1) Large Elevator: 89 inches (wide) x 110 inches (long) x 8 feet 6 inches (high)
      - One (1) Small Elevator: 80 inches (wide) x 68 inches (long) x 10 feet 6 inches (high)

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

4. Contractor Responsibility: It is the responsibility of the general contractor to verify that building access requirements and service elevator sizes are acceptable for delivery vehicles and materials to be installed. If access to the building is not acceptable, the general contractor shall notify the GSA COR and CBP Project Manager immediately.
5. Protection of Interior Finishes: The general contractor shall protect all interior doors, floors, walls and finishes from any damage. The GC shall assume all liability for the costs to repair any incurred damage resulting from lack of protection.

   The general contractor is responsible for documenting condition of existing space and surrounding public areas prior to start of delivery, installation and reconfiguration services.

D. Project Points of Contact – to be provided by GSA COR or CBP Project Manager

E. Parking / Metro Access

1. Vendors and related personnel are responsible for their own parking and any associated costs.

Attachments

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

(b) (5), (b) (7)(F)

[redacted]

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

1. CONTRACTING ACTIVITY:
   22685 Holiday Park Dr. Sterling, Virginia

2. IDENTIFICATION AND DESCRIPTION OF ACTION BEING APPROVED:
   New Contract – Firm, Fixed Price

3. DESCRIPTION OF SUPPLIES OR SERVICES REQUIRED:

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

(b) (5), (b) (7)(F)

[redacted]

LESSOR: MS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

(b) (5), (b) (7)(F)

[redacted]

LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

(b) (5), (b) (7)(F)

[redacted]

END OF STATEMENT OF WORK

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

U.S. Department of Homeland Security
Office of Information and Technology
U.S. Customs and Border Protection

Performance Work Statement

Network/Voice Cabling Services

22685 Holiday Park Dr.
Sterling, Virginia

OFFICE OF INFORMATION TECHNOLOGY
VERSION 4

LESSOR: MS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Table of Contents

1 BACKGROUND: 4
2 SCOPE: 4
2.1 LOCAL AREA NETWORK (LAN) COMPONENT 4
2.2 VOICE CABLING 4
2.3 QUALITY CONTROL / WARRANTY 4
3 APPLICABLE DOCUMENTS: 5
3.1 INDUSTRY STANDARD APPLICABLE DOCUMENTS AND REGULATORY STANDARDS 5
4 PERFORMANCE REQUIREMENTS: 6
4.1 TASK 1: INSTALLATION 6
4.1.1 Installation/Termination Build-Out – Work Station Cabling 6
4.1.2 Wiring Installation and Labeling Deliverables 6
4.1.3 Testing and Diagnosis Deliverables 7
4.2 TASK 2: QUALITY CONTROL / WARRANTY 8
5 PERFORMANCE STANDARDS: 8
6 INCENTIVES: 8
7 DELIVERABLES AND DELIVERY SCHEDULE: 8
7.1 INTEGRATED PROJECT MASTER SCHEDULE WITH KEY MILESTONES IDENTIFIED (USE THIS SECTION ONLY IF THE PWS IS FOR MORE THEN ONE (1) SITE) 9
7.2 MASTER QUALITY CONTROL PLAN 9
7.3 PERMITS, LICENSES, AND CODES 9
7.4 AS-BUILT DRAWINGS 9
7.5 TEST REPORT 9
7.6 WARRANTY PAPER WORK 10
7.7 MEETING MINUTES 10
7.8 WEEKLY PROJECT STATUS REPORTS (THIS SECTION IS USED IF THE CABLING PORTION OF THE PROJECT WILL TAKE LONGER THEN ONE WEEK) 10
8 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION: 10
8.1 GOVERNMENT-FURNISHED EQUIPMENT 10
8.2 GOVERNMENT FURNISHED INFORMATION 10
9 PLACE OF PERFORMANCE: 11
10 PERIOD OF PERFORMANCE: 11
11 SECURITY: 11
12 CONSTRAINTS: 12
12.1 APPLICABLE DOCUMENTS 12
12.2 FACILITY/FACILITY ACCESS 12
12.3 PERMITS, LICENSES AND CODES 12
12.4 CONTRACTOR COORDINATION 12
12.5 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS 12
12.6 UNION CONTRACTORS 12
12.7 COMPATIBILITY 12
12.8 CABLE RUNS 13
13 QUALITY ASSURANCE SURVEILLANCE PLAN: 13
14 SPECIAL CONSIDERATIONS: 13
14.1 SITE SURVEY 13
14.2 INVOICES 13
APPENDIX A - ACRONYMS 13
APPENDIX B – TERMS & CONDITIONS 15
APPENDIX C – EXAMPLE OF EQUIPMENT AND CABLING MATERIALS PROVIDED BY CONTRACTOR 21

LESSOR: MS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

APPENDIX D – PERFORMANCE REQUIREMENTS SUMMARY (THIS TABLE NEEDS BE UPDATED BASED TASK IN THE PWS) 23
APPENDIX E – FLOOR PLANS 25
APPENDIX F – ADDITIONAL DRAWING 28

LESSOR: MS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

1 BACKGROUND:

The U.S. Customs and Border Protection (CBP) is a component of the Department of Homeland Security (DHS). The primary mission of CBP is to prevent terrorists and terrorist weapons from entering the United States. This important mission calls for improved security at America's borders and ports of entry as well as for extending the zone of security beyond physical borders - so that American borders are the last line of defense, not the first.

The CBP Office of Information and Technology (OIT) is responsible for supporting business processes with the design, development, programming, testing, implementation, training and maintenance of CBP automated systems. OIT is responsible for management of all CBP computer facilities and systems including hardware, software, data, voice, video, teleconference, CATV and related resources.

CBP is dependent upon information from data, voice, video teleconference, cable television (CATV), and wireless systems to fulfill its mission. The dynamic growth, shifting patterns, deficits, and the expanding use of trade information by customers and end users in both the private and public sector have placed increased performance requirements on these systems. Therefore, there is an escalating requirement for better, faster and more robust access, functionality, responsiveness and availability for data from all of these systems.

2 SCOPE:

The scope of this Performance Work Statement (PWS) is for facility cabling for local area network components (LAN) and Voice. Cabling services support is required at 22685 Holiday Park Dr., Sterling, VA.

2.1 Local Area Network (LAN) Component.

The Contractor shall provide and install LAN components to appropriate CBP and Industry and Regulatory Standards to ensure successful installation of required components.

2.2 Voice Cabling

The Contractor shall provide and install cabling to support Voice over IP (VoIP) phone systems components to appropriate CBP and Industry and Regulatory Standards to ensure successful installation of required components.

2.3 Quality Control / Warranty.

The Contractor shall adhere to the Contractor's quality control plan and provide a standard commercial warranty.

DS SHL

LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

3 APPLICABLE DOCUMENTS:

- CBP Cabling Standard Guide
- CBP Information Systems Security Policies and Procedures Handbook (HB 1400-05D)
- DHS Homeland Security Acquisition Manual (HSAM) Part 3045 (Government Property)
- DHS Service Oriented Architecture – Technical Framework
- DHS Sensitive Systems Handbook
- Homeland Security Enterprise Architecture (HSL EA)
- Office of Management and Budget (OMB) Mandates

3.1 Industry Standard Applicable Documents and Regulatory Standards

All Contractors materials and equipment shall be manufactured, installed and tested as specified in the latest editions of applicable publications and standards (note: Contractors shall obtain these documents independently).

- ANSI – American National Standards Institute
- ANSI/TIA/EIA-568B Commercial Building Telecommunications Cabling Standard
- ANSI/TIA/EIA-568-B.2-1, Transmission performance specification or 4 pair 100 Ohm Category 6 cabling
- ANSI/EIA-568-B.3 Fiber optic cable specifications and testing. The multimode fiber optic cables shall meet or exceed ANSI/EIA/TIA-492 AAAA specifications
- ANSI/TIA/EIA-606 the Administrative Standards for the Telecommunications Infrastructure of Commercial Building
- ANSI/TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications
- ANSI/TIA/EIA-TSB-67 Telecommunications System Bulletin Technical Systems Bulletin, Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems
- ANSI/TIA/EIA-569-A Commercial Building Standards for Telecommunications Pathways and Spaces;
- ANSI/ICEA Insulated Cable Engineers Association
- Association/Electronics Industry Associate
- BICSI – Building Industry Consulting Service International Distributions Methods Manual (Telecommunications & Cabling)
- FCC – Federal Communications Commission
- FCC Part 15 (addresses electromagnetic radiation)
- FCC Part 68 (connection of premises equipment and wiring to the network)
- National Electrical Safety Code Handbook (NESC)
- National Institute of Standards and Technology (NIST) Special Publications (800 Series)
- National Institute of Standards and Technology's website at http://checklists.nist.gov

DS SHL
LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

- NEC – National Electric Code
- NFPA-70 – National Fire Protection Association
- TIT/EIA – Telecommunications Industry

4 PERFORMANCE REQUIREMENTS:

The overall objective of this PWS is to provide cost effective, IT network cabling support services that adhere to CBP and Industry and Regulatory Standards to support the critical and dynamic mission requirements of CBP for RPM/PRIDE. The Performance Requirements Summary (PRS) and associated measures and metrics for each of the tasks is available in Appendix E of this PWS.

4.1 Task 1: Installation

The Contractor shall provide and install workstation cabling and LAN components (Appendix C) that results in a in a solution that is tested, certified, and applicable to guarantee requirements. This includes site preparation; demolition of existing cabling, installation of new Cat 6a cabling and equipment in compliance with installation criteria and manufactures specifications; dispose or remove of all debris (to include any hazardous materials, if applicable) and excess equipment; test to verify proper installation; and update existing or provide new As-Built Drawings.

4.1.1 Installation/Termination Build-Out

Provide CAT6A cabling to (286) specified wall mounted locations within Suite #10, and terminate in each designated wall outlet. Provide (12) wall mounted duplex outlets in specified locations. Provide (6) Coax cables for cable TV.
*Note: Some exess data or voice drops (up to 25) may be eliminated and blanked. Determination to be made final walk throught with contractor.

4.1.2 Wiring Installation and Labeling Deliverables

The contractor shall comply with International Telecommunications Union (ITU) standards for marking cables, wires, and fiber optics. Using the standards contained in ITU, the contractor shall label and date cables/wires installed to identify points of origin, destination and date of installation or modification.

The contractor shall assign each jack in the building a unique number to support full and accurate labeling objectives. All voice and data lines shall be differentiated when labeling. All labels will be UV light and smudge resistant. Label information will not be hand written. Final cable record and label format/content will be agreed upon by Field Technical Officer and or Field Deployment Engineer, and the contractor prior to cabling termination. The contractor shall provide the CBP Contracting

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Officer Representative and the Government Project Manager (PM) a copy of the latest labeling standards.

4.1.3 Testing and Diagnosis Deliverables

The contractor shall test cable networks for integrity, interference, static, and other cable specification problems; making determinations of material or service problems and implementing resolutions within the scope of the order.

If there are additional costs associated with the proposed resolutions, the contractor shall obtain written approval from the Contracting Officer or designee prior to implementation of the proposed resolutions. The tests shall comply with ITU specifications. Within 24 hours after an installation or repair, the contractor shall provide a summary test sheet that includes a signed statement that all jacks were tested and meet minimum ITU specifications.

The contractor shall provide the COR and PM a test report that includes the printout from the testing instrument clearly identifying each cable and their performance metric.

4.1.4 Installation Specifics

1. Demo and disposal of all existing Data and Voice cabling
2. Install 286 Cat 6A data cables using existing locations and returning to the LAN Room. (1 for 1 replacement). Includes 9 drops for CCTV.
3. Of the 286 Cat 6a drops noted 25 willl be new installations in areas designated on the provided drawings.
4. Provide patch panels supporting all cable terminatioons in the lan room.
5. All cabels to be terminated to Cat6A patch panels. Inclue panel for CCTV
6. All cables to be identified by marking, or labeling at both termination points per *CBP CablingStandards*.
7. Install additional Drops and power supplies in room #1 and the processing area as indicated on provided drawings.
8. All additional drops to be installed at 18.5" aff and at 18.5" above surface where indicated.
9. Install 4 Wireless Access Points (WAP) in location designated on provided heat map.
10. Fiber is not included in this scope. Contractor will be held liable for any damage or interruption to fiber cabeling.
11. May requireinterface with IDS, Cameras or other security related systems. Contact Security Contractor for details.
12. Contractor to adhere to established *CBP Capling Standards* as outlined and defined in this document.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

4.2 Task 2: Quality Control / Warranty

The Contractor shall establish a quality control plan to support high quality installation of cabling and equipment to meet mission requirements. The Contractor shall provide a standard commercial warranty.

5 PERFORMANCE STANDARDS:

The Contractor shall comply with the codes, regulations, and standards referenced throughout this PWS. The Contractor shall meet or exceed the performance standards addressed in the Quality Assurance Surveillance Plan (QASP) while complying with all applicable Federal, State, and Local laws and regulations.

6 INCENTIVES:

The application of monetary incentives or disincentives is not anticipated in the performance of this PWS.

7 DELIVERABLES AND DELIVERY SCHEDULE:

The Contracting Officer's Representative (COR) will accept or reject deliverables within five (5) business days. All deliverables are subject to the COR's review. Unless otherwise stated, all deliverables shall be produced using Microsoft Office suite products, and submitted electronically. The deliverable is not considered accepted until approved by the COR. If a deliverable is rejected, the Contractor shall make corrections as specified by the COR and resubmit the deliverable for review and approval to the COR within five (5) business days at no additional cost to the government.

Table 7-1 Deliverables, Milestones, and Delivery Schedule

Deliverable	Paragraph	Due date
Integrated Project Master Schedule/Plan	7.1	Updated 10 business days after award; as required
Master Quality Control Plan	7.2	Updated 10 business days after award
Permits, License, or Code	7.3	Provided before the start of work; one copy submitted to the COR and one copy submitted to the Government POC at the work site/facility

LESSOR: MS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Deliverable	Paragraph	Due date
As-Built Drawings	7.4	Upon completion of the project
Test Report	7.5	Within 24 hours of completion of installation
Warranty Paper Work	7.6	3 business days following installation / repair
Meeting Minutes	7.7	5 business days following meetings and teleconferences
Weekly Project Status Report (use this if the cabling portion of the project will take longer then one week)	7.8	2 business days following end of Contractor's work week

7.1 Master Quality Control Plan

The Contractor shall develop and maintain an effective Quality Control Plan to ensure services are performed in accordance with performance objectives and highest level of quality standards.

7.2 Permits, Licenses, and Codes

The Contractor shall provide a copy of the permit/license to the Government point of contact at the work site/facility and to the COR.

7.3 As-Built Drawings

The Contractor shall update or provide new As-Built cabling drawings for each location where services are rendered, detailing the cable design, terminations, routing, numbering scheme, and details of cabling and equipment proposed for installation. As-Built drawings shall be delivered in Computer Aided Design (CAD) drafting format as defined in each Task Order.

7.4 Test Report

The Contractor cable test report shall demonstrate that the cables have successfully passed the testing requirements; cables meet the distance limitation requirements, cable wire-map of the cable is correct; the cabling performance meets or exceeds the performance guaranteed by the manufacturer. The report shall provide testing of cable networks for integrity, interference, static, and other cable specific problems; determine material or service problems and implementing resolutions within the scope of this PWS.

DS SHL

LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

As a result of the testing, the Contractor shall provide: (1) summary test sheet, which describes the results of the testing; and (2) a test report that includes: (a) the printout from the testing instrument clearly identifying cables that do not conform to specifications; (b) the reasons why non-conformity is acceptable; and (c) detailed test results for all cables from the testing instrument. Contractor performance will not be accepted until all system components are tested and shown to be operating as specified in the Site Survey or cabling drawing. The Government Project Manager (PM) must be in attendance and sign-off on the positive results of testing.

7.5 Warranty Paper Work

The Contractor shall provide the specifics addressing the standard warranty.

The Contractor shall provide Weekly Project Status Reports to include the following information:

- A cover letter with the Contractor's name and address, the contract number, the date of the report, and the period covered by the report.
- Name and telephone number of the Contractor personnel preparing the report and local point of contracts names and phone numbers for each site.
- Any significant changes to the Contractor's organization or method of operation.
- Project status, site surveys, test status.
- Description of work.
- Areas of concern affecting technical, schedule, or cost elements of the contract, including background, impact and recommendations for resolution.
- All active task numbers and site codes.
- Status and dates of the major tasking areas including survey, proposal, drawing, invoice; other as necessary information to include any variance analysis to the plan.
- Significant issues and concerns and resolutions.
- Installation start and end dates.
- Build-out drawing end date.
- Test & diagnostic summary data, telecommunications - identifying cables or. other hardware that do not meet specifications.
- Planned events for the next reporting period.

8 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION:

8.1 Government-Furnished Equipment

Government Furnished Equipment (GFE) will not be provided.

8.2 Government Furnished Information

LESSOR: MS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Any Government Furnished Information made available to the Contractor shall be used only for the purpose of carrying out the provisions of the task and shall not be divulged or made known to any persons except as may be necessary in the performance of the Task Order. The Contractor shall sign a Non-Disclosure statement(s).

9 PLACE OF PERFORMANCE:

All work described within this PWS will take place at the Government site identified in the table below.

Table 9-1 Site Locations

Task #	Site Code	Site Name	State	Region
1	HP	22685 holiday Park Dr. Sterling, Virginia	VA	NCR

10 PERIOD OF PERFORMANCE:

The period of performance will be based on the Contractor's Integrated Master Schedule/Plan

11 SECURITY:

DHS/CBP will consider only U.S. citizens and lawful permanent residents for employment on this contract.

If a prospective employee is found to be ineligible for access to Government facilities the Contractor will be informed that the employee shall not be assigned to work under the contract.

CBP reserves the right and prerogative to deny and/or restrict the facility access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS/CBP determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor shall agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of its own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts.

DS SHL

LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

12 CONSTRAINTS:

The following constraints are provided to define the limitations to the Contractor's range of possible solutions to the objectives set forth in this PWS.

12.1 Applicable Documents

Applicable documents as listed in section 3.

12.2 Facility/Facility Access

Access to all Government facilities must be coordinated with the General Contractor and CBP PM.

12.3 Permits, Licenses and Codes

The Contractor is responsible for obtaining all required permits and licenses. The Contractor shall ensure that all applicable Federal, State and Local fire codes, and health and safety regulations are adhered to in performance of services.

12.4 Contractor Coordination

The Contractor shall coordinate any work with the appropriate building management officials and obtain any required written approval before commencement of work.

12.5 Occupational Health and Safety Requirements

The Contractor shall comply with all applicable Occupational Safety and Health Administration regulations and requirements.

12.6 Union Contractors

Some CBP sites are in locations requiring union personnel (i.e., DE, NJ, PA, NY, and Miami, FL). The Contractor shall be responsible for conforming to all applicable state union regulations, as required.

12.7 Compatibility

The Contractor shall provide equipment which is compatible (i.e., functionally and operationally equivalent) to installed components.

DS SHL
LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

12.8 Cable Runs

All cable runs must be within CBP controlled space. If cable is not within CBP space, conduit must be used to limit exposure. This effort must be closely coordinated with the local Region Directors through the COR.

13 QUALITY ASSURANCE SURVEILLANCE PLAN:

The QASP is the document used by the Government to evaluate Contractor actions while implementing the contractor's PWS. It is designed to provide an effective surveillance method of monitoring Contractor performance.

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance monitoring to ensure that the contract objectives and requirements are achieved.

In this contract, the quality control program developed by the Contractor is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The QASP is intended to ensure that the Contractor's quality control program approved at the beginning of the contract provides the measures needed to lead the Contractor to project success. Once the quality control program is approved by the Government, careful application of the process and standards presented in the QASP document will ensure a robust quality assurance program. The QASP is subject to discussions/negotiations.

14 SPECIAL CONSIDERATIONS:

14.1 Site Survey

Prospective Offerers may do a Site Survey prior to submitting their response to this PWS. Site Surveys arrangements need to be made with the Contracting Officer (CO). The CO contact the appropriate Government Personnel to arrange for the Site Survey

APPENDIX A - Acronyms

ANSI:	American National Standard Institute
CAD:	Computer-Aided Design
CBP:	U.S. Customs and Border Protection
CIO:	Chief Information Officer
CLIN	Contract Line Item Number

DS SHL
LESSOR: DS MS DS DTP

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

CO:	Contracting Officer
COR:	Contracting Officer's Representative
COTS:	Commercial Off-the-Shelf
CSO:	Chief security Officer
DAA:	Designated Approving Authority
DHS:	Department of Homeland Security
EA:	Enterprise Architecture
EIT:	Electronic and Information Technology
GFE:	Government Furnished Equipment
HSAR:	Homeland Security Acquisition Regulations
ISA:	International Society of Automation
IT:	Information Technology
ITU:	International Telecommunications Union
LAN:	Local Area Network
OAST:	Office of Accessible Systems and Technology
OIT:	Office of Information and Technology
PCII:	Protected Critical Infrastructure Information
PM:	Project Manager
POC:	Point of Contact
PWS:	Performance Work Statement
QA:	Quality Assurance
SSI:	Sensitive Security Information
TIA:	Telecommunications Industry Associations
VoIP	Voice over Internet (Intranet) Protocol

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

APPENDIX B – Terms & Conditions

Accessibility Requirements (Section 508 Compliance)

Compliance

The Offer or shall support the Agency in its compliance with Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

Each device proposed on this contract shall require the Agency to identify specific applicable Electronic and Information Technology (EIT) Accessibility Standards, as well as functional performance criteria, and information, documentation and support requirements. Devices in general should support assistive technologies that may be needed for users with disabilities, including speech output, screen magnification, speech input, etc.

All proposed devices shall pass acceptance review by CBP Section 508 WPO after the specific standards for that device have been identified for the vendor.

Section 508 Accessibility

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable standards have been identified:

36 CFR 1194.31 – Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required "1194.31 Functional Performance Criteria", they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHSMD 4010.2. DHS has identified the following exceptions that may apply:

36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available

DS SHL DS DTP DS LESSOR: MS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHSMD 4010.2.

36 CFR 1194.3(b) – Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

The Offer or must indicate in its proposal where full details of compliance to the identified standards can be found (i.e. vendor website).

ISO (Information Security) COMPLIANCE

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both Designated Approving Authority (DAA) or by the official designated by the DAA to have signatory authority.

3052.204-70 Security Requirements For Unclassified Information Technology Resources (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or

DS DTP

LESSOR: DS MS

DS SHZ

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within **15** days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 6.1.1, October 31, 2008) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery

DS DTP

LESSOR: DS MS

DS SHW

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

HSAR 3052.204-71 Contractor Employee Access Clause
CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) *Sensitive Information,* as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, and insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

ALTERNATE I
(JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or GFE.

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

OMB-M-07-18 FDCC/Common Security Configuration Clause

In acquiring information technology, agencies shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at http://checklists.nist.gov. Agency contracting officers should consult with the requiring official to ensure the appropriate standards are incorporated.

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

APPENDIX C – Example of Equipment and Cabling Materials provided by Contractor.

Task 1	
Customs and Border Protection: CBP Holiday Park Dr	
Project: Site upgrades HP Sterling	
	QTY
Number of Data Drops	
Other Materials	**286**
140 Port CAT6A Patch Panel	3
Belden 4 pair 24 AWG Cat 6a UTP (Blue) 1,000ft	286
Belden 4 port Single Gang Face Plate White	200
Belden Blank Faceplate Inserts 25 per bag	TBD
Belden Cats 6a 8P8C Snaggles Blue 5 Ft Patch cable	150
Belden Cat 6a 8aP8C Snaggles blue 7 ft. Patch cable	75
Belden Cat 6a 8P8C Snaggles blue 14 ft. Patch cable	50
Belden 1U Horizontal Wire Manager	0
Belden Blank Faceplate Inserts Face Plate	25
Belden Interface MDVO Surface	1
Materials & Equipment Box	
MultiMode Fiber	

Task 2	
Customs and Border Protection: Site Name	
Project: Site upgrades Reston Site Code	
	QTY
Number of Data Drops	
Other Materials	
148 Port CAT6 Patch Panel	
Belden 4 pair 24 AWG Cat 6 UTP (Blue) 1,000ft	
Belden 4 port Single Gang Face Plate White	
Belden Blank Faceplate Inserts 25 per bag	
Belden Cats 6 8P8C Snaggles Blue 5 Ft Patch cable	
Belden Cat 6 8P8C Snaggles blue 7 ft. Patch cable	
Belden Cat 6 8P8C Snaggles blue 14 ft. Patch cable	
Belden 1U Horizontal Wire Manager	
Belden Blank Faceplate Inserts Face Plate	
Belden Interface MDVO Surface	
Materials & Equipment Box	
MultiMode Fiber	

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

Customs and Border Protection: Site Name	
Project: Site upgrades Reston Site Code	
	QTY
Number of Data Drops	
Other Materials	
12 Port SC/SC Fiber Patch Panel	
Belden 4 pair 24 AWG Cat 6 UTP (Blue) 1,000ft	
Belden 4 port Single Gang Face Plate White	
Belden Blank Faceplate Inserts 25 per bag	
Belden Cats 6 8P8C Snaggles Blue 5 Ft Patch cable	
Belden Cat 6 8P8C Snaggles blue 7 ft. Patch cable	
Belden Cat 6 8P8C Snaggles blue 14 ft. Patch cable	
Belden 1U Horizontal Wire Manager	
Belden Blank Faceplate Inserts Face Plate	
Belden Interface MDVO Surface	
Materials & Equipment Box	
MultiMode Fiber	

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

APPENDIX D – Performance Requirements Summary

Performance Area, Task of Deliverable	PWS Reference	Performance Standard	Performance Measures	Acceptable Quality Level (AQL)	Surveillance Method
Installation / Termination Build Out-Work Station Cabling	4.1.1	The Contractor shall ensure all cable runs do not exceed 100 meters. The Contractor shall ensure all cabling is supported by a cable support structure (J-hooks, ladder, or equivalent) or be attached to the building structure. The Contractor shall ensure that all cabling is routed as high as possible and above other building facilities in the path with the least obstructions in the ceiling space or wall cavity while maintaining the separation requirements based on applicable industry standards. The Contractor shall ensure data drops are terminated onto the data patch panels within the LAN cabinet. Installation is completed on schedule as identified in the Contractor's Integrated Project Master Schedule / Plan	100% inspection.	Projects completed on time 95% of the time Cable runs < 100 meters 100% of the time. All cabling is supported or attached to the building structure 100% of the time. All cabling is routed as high as possible and above other building facilities 100% of the time. Data drops are terminated onto the data patch panels within the LAN cabinet 100% of the time.	Inspection of services by COR or PM. Review of reports for timeliness, completeness, and accuracy. Customer comments. Test Report.
Wiring Installation and Labeling Deliverables	4.1.2	The contractor shall assign each jack in the building a unique number to support full and accurate labeling objectives. All voice and data lines shall be differentiated when labeling. All labels will be UV light and smudge resistant. Label information will not be hand written. Final cable record and label	100% inspection.	The contractor shall assign each jack in the building a unique number to support full and accurate labeling 100% of the time.	Inspection of services by COR or PM. Customer comments. Test Report.

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

Performance Area, Task of Deliverable	PWS Reference	Performance Standard	Performance Measures	Acceptable Quality Level (AQL)	Surveillance Method
		format/content will be agreed upon by Field Technical Officer and or Field Deployment Engineer, and the contractor prior to cabling termination. The contractor shall provide the CBP Contracting Officer Representative a copy of the latest labeling standards.			
Testing and Diagnosis Deliverables	4.1.3	The contractor shall test cable networks for integrity, interference, static, and other cable specification problems; making determinations of material or service problems and implementing resolutions within the scope of the order. The tests shall comply with International Telecommunications Union (ITU) specifications All jacks are to be tested and meet minimum ITU specifications. The contractor shall provide the COR or PM a test report that includes: the printout from the testing instrument clearly identifying each cable and their performance metric.	100% inspection.	Testing of all cabling 100% of the time. The tests shall comply with International Telecommunications Union (ITU) specifications All jacks are to be tested and meet minimum ITU specifications. 100% of the time Provide test report 100% of the time	Inspection of services by COR or PM. Customer comments.
Quality Control / Warranty	4.2	Respond and perform timely warranty work to return to a fully functional condition that is tested, certified, and applicable to warranty requirements.	100% inspection.	100% of all warranty claims will be repaired or re-worked, subject to all appropriate standards, at no additional cost to the government within five (5) business days.	Inspection of services by COR or PM. Customer comments.

DS DTP

LESSOR: DS MS

DS SHW

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

APPENDIX E – Floor Plans

(b) (5), (b) (7)(F)

[redacted]

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

(b) (5), (b) (7)(F)

[redacted]

DS
DTP
LESSOR

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

DS DTP
LESSOR: DS MS
DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

APPENDIX F – Additional Drawing

(b) (5), (b) (7)(F)

[redacted]

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

DS DTP
LESSOR: DS MS
DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

OFFICE OF INFORMATION TECHNOLOGY (OIT)

CUSTOMS AND BORDER PROTECTION

NATIONAL CABLING STANDARDS

OFFICE OF INFORMATION TECHNOLOGY
VERSION 4

DS DTP
LESSOR: DS MS
DS SHN

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

TABLE OF CONTENTS

1.0 INTRODUCTION 31
1.1 SUMMARY OF CHANGES 31
1.2 BACKGROUND 33
1.3 DOCUMENTATION 33
1.4 MANUFACTURED PRODUCTS 35
1.5 TESTING 36
1.6 INSPECTIONS & REPORTS 38
2.0 PATHWAYS 38
2.1 GENERAL 38
2.2 CONDUIT, BOXES, & FIXES 39
2.3 CLOSET SPECIFICATIONS (MDF AND IDF) 40
2.4 ENVIRONMENTAL 41
2.5 SPACE PLANNING 41
2.6 EQUIPMENT RACKS AND CABINETS 44
2.7 PATCH PANELS & CABLE MANAGEMENT 45
2.8 LABELING CONVENTIONS 46
3.0 BACKBONE CABLING 50
3.1 GENERAL 50
3.2 COPPER CABLING 51
3.3 OPTICAL FIBER CABLING 51
3.4 HORIZONTAL CABLING 52
3.5 FACEPLATES 53
3.6 CABLE ROUTING AND DRESSING 53
3.7 WORK AREA OUTLET CONFIGURATIONS 55
4.0 GROUNDING 55
5.0 CLOSING DOCUMENTS 58

1.0 INTRODUCTION

1.1 Summary of Changes

DS DTP
LESSOR: DS MS
DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

This document, hereafter referred to as the Customs and Border Protection (CBP) Cabling Standards, replaces and supersedes previous releases. The objective is to continuously improve upon the breadth, depth, and clarity of information to reduce the level of effort necessary for users to navigate and comprehend, minimizing the risk of change orders and Request for Information(RFI). Updates to the Cabling Standards will be made periodically and as necessary. Suggestions for changes may be submitted to:

Lenox Baltimore
Cabling PM
Field Support Directorate
Lenox.Baltimore@cbp.dhs.gov

Linda Robinson
Cabling PM Lead
Field Support Directorate
Linda.L.Robinson@cbp.dhs.gov

DS DTP
LESSOR: DS MS
DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

18 **1.2 Background**

CBP is dependent upon information from data, voice, video and tactical communications (TACCOM) systems to fulfill its mission. The dynamic growth, shifting patterns, deficits, and the expanding use of trade information by customers and end users in both the private and public sector have placed increased performance requirements on these systems. Therefore, there is an escalating requirement for better, faster and more robust access, functionality, responsiveness and availability for data from all of these systems.
The CBP Office of Information and Technology (OIT) is responsible for supporting business processes with the design, development, programming, testing, implementation, training and maintenance of CBP automated systems. OIT is responsible for management of all CBP computer facilities and systems including hardware, software, data, voice, video, TACCOM and related resources.

The key elements of this CBP requirement are:

(1) The installation of network topologies
(2) A cabling infrastructure backbone
(3) Related equipment to support data, voice, video, TACCOM
(4) Other wireless IEEE 802.11 infrastructure (WLAN).
Typical structured cabling systems include the following elements:
• Horizontal cable.
• Horizontal cross-connects.
• Transition point (optional).
• Main cross-connect (MC).
• Intermediate cross-connect.
• Backbone cabling, intra and inter building.
• Workstation locations or information management outlets (IMO).
• Remote wiring closet (RWC).
• Main distribution frame (MDF).
• Entrance facility (EF).
• Grounding

19 **1.3 Documentation**

DS DTP

LESSOR: DS MS

DS SHW

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

This document is intended to address the following specifications and installation practices related to structured cable plant installation:

- Recognized media
- Closet requirements, environmental and design
- Distribution cabling
- Cabling specifications and limits
- Installation practices
- Performance testing
- BICSI - Standard for Installing Commercial Building Telecommunications Cabling
- ANSI – American National Standards Institute
- ANSI/TIA/568-0-D-2015, Generic Telecommunications Cabling for Customer Premises.
- ANSI/TIA-568-1-D-2015, Commercial Building Telecommunications Infrastructure Standard.
- ANSI/TIA-568-C.2-2009, Balanced Twisted Pair Telecommunications Cabling Standard.
- ANSI/TIA-568-C.1-2009, Commercial Building Telecommunications Cabling Standard.
- ANSI/TIA-568.3-D–2015, Optical Fiber Cabling Components Standard.
- ANSI/TIA-568-C.4–2011, Broadband Coaxial Cabling and Components Standard.
- ANSI/TIA-569-D–2015, Telecommunications Pathways and Spaces.
- ANSI/TIA-598-D–2014, Optical Fiber Cable Color Coding.
- ANSI/TIA-606-B-2012, Administration Standard for Commercial Telecommunications Infrastructure.
- ANSI/TIA-607-C-2015, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises.
- ANSI/TIA-1152–2009, Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling.
- ANSI/TIA-1183–2012, Test Fixtures for Balun-Less Measurements of Balanced Components and Systems.

- ANSI/TIA-758-B–2012, Customer-Owned Outside Plant Telecommunications Infrastructure Standard.

DS DTP

LESSOR: MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- National Fire Protection Agency (NFPA) 70-National Electrical Code (NEC); Edition adopted by the authority having jurisdiction (AHJ).
- Electronics Industry Alliance/Electronic Components Association (EIA/ECA) 310-E, Cabinets, Racks and Associated Equipment.
- National Electrical Bell Standards (NEBS)/Telcordia GR-63-January 2012, Zone 4 Seismic General Requirements
- Underwriters Laboratories, Inc. (UL)
- American Society for Testing and Materials (ASTM) International
- National Electrical Manufacturers Association (NEMA) Standards
- NECA 1 – National Electrical Contractors Association Standards for Good Workmanship
- CNSSAM TEMPEST/1-13 17 January 2014 Red/ Black Installation Guide
- Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities, V1.4 September 2017, IC Tech Spec for Intelligence Community Directive/Intelligence Community Standards (ICD/ICS) 705, Physical and Technical Standards for Sensitive Compartmented Information Facilities.
- Institute of Electrical and Electronics Engineers (IEEE) 802.11 Standard, Wireless Local Area Network (WLAN), latest edition.

Network Cable Plant Objectives

The objective of this network approach is to provide Customs and Border Protection with a standardized, cost-effective cable plant infrastructure that will accommodate present and future voice, data, video, and TACCOM requirements. Workstation cabling infrastructure shall be of industry standard and compliant, high performance structured cabling infrastructure that meets or exceeds all current standards and accommodates all data cabling Backbone cable infrastructure. The installation of the cable plant infrastructure shall comply with all local, state, and federal building codes, as well as DHS, CBP industry regulations and standards.

1.4 MANUFACTURED PRODUCTS

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F98E

A.) Materials and equipment provided or furnished by the Contractor are required to be new using matched and certified manufacturer solutions listed for its intended purpose by a nationally recognized testing laboratory.

B.) Provide material and equipment produced by manufacturers in the USA that regularly and presently produce the equipment and material specified and whose products have been in satisfactory use in similar service for not less than 3 years, and which replacement parts are available. Unit of the same class of equipment or material shall be the product of a single manufacturer.

C.) Protect equipment and materials during shipment, storage, and installation against physical and environmental damage.

D.) Install equipment and materials provided by the Contractor or furnished by the Owner with a professional standard of care and in accordance with manufacturer's guidelines, and CBP Cabling Standards.

E.) Damaged materials, as determined by the Office of the Chief Information Officer Representative, shall be placed in first class operating condition or be returned to the source of supply for repair or replacement.

F.) Match manufacturer make and model in existing facilities that meet current specifications.

23 **1.5 TESTING**

- Properly clean connector ports prior to testing
- Test and certify the permanent link Backbone and Horizontal cabling using equipment, patch chords, and adapters matched and qualified by the test equipment manufacturer, and equivalent to the performance category of the cabling provided. Ensure test equipment is properly calibrated, referenced and has up to date software and firmware.
- Organize results per closet and document data for each measurement. Outlets, cable, and pair/strand identification to match site labeling scheme.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- Resolve deficiencies to achieve an overall pass result. Provide results in a summary report that is transferred from the test instrument to a computer and saved as pdf files.
- Copper cabling: Testing parameters include, but not necessarily limited to:
    1. Cable length (physical vs electrical and length requirements
    2. Wire map
    3. Insertion loss
    4. Near-end crosstalk(NEXT) loss and power sum near-end crosstalk (PSNEXT) loss
    5. Equal-level far-end crosstalk (ELFEXT) and power sum equal-level far-end crosstalk (PSELFEXT)
    6. Return loss
    7. Propagation delay and delay skew
    8. Direct Current (DC) loop resistance, shorts, opens, intermittent faults, and polarity between conductors

- Optical Fiber Cabling: Testing parameters on each strand include, but not necessarily limited to :
    1. Test optical fiber cables prior to installation, while cable is still on spools to ensure all strands pass light.
    2. Bi-directional end-to-end Attenuation Loss results shall be less than 2.0 decibels (db).
    3. Dual wavelength: Multimode: 850 nanometers (nm) and 1300 nm. Single-mode 1310 nm and 1550 nm
    4. Cable length
    5. Continuity
    6. Polarity
    7. Indicate number of mated connectors and splices
    8. Group refractive index (GRI) for the type of fiber tested

Upon completion of the cable plant installation, a documentation package shall be completed within 30 Calendar days that shall include the following items:
All of this information shall be provided in both hardcopy and electronic formats, except as follows:

- Cable Installation Report Electronic Format
- Letters of Certification Microsoft Word

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- Implementation Report Microsoft Word
- Cable Test Certification Letter Microsoft Word
- Cable Plant Test Results Fluke Networks Link ware 2.3 or equivalent
- As-built Site Drawings Autodesk AutoCAD
- Drop List Microsoft Excel
- PDF Cable Installation Report and Test Results Adobe Acrobat

24 **1.6 INSPECTIONS & REPORTS**

- Contractor shall verify compliance with CBP cabling standards and submit written installation progress reports every two weeks, with digital phot documentation. Include: Distribution Closets, pathways, cabling, and example wall and modular furniture outlet locations, and detail of Room and/ or Controlled Access Area.
- Resolve issues and correct deficiencies in a timely manner and protect the integrity of the project schedule.

25 **2.0 PATHWAYS**

26 **2.1 GENERAL**

A. Clearances: Applies to cables and pathways

1. Cables shall be installed on a surface that in no way obstructs network connectivity
2. Maintain 6-inches minimum clearance from parallel runs of flues and steam or hot water pipes. Install horizontal pathway runs above water and steam piping.
3. Sources of electromagnetic interference (EMI)

    a. Maintain 5-inches minimum clearance from fluorescent lighting.
    b. Maintain 12-inches minimum clearance from conduit and cables used for electrical power distribution under 5 kilo Volt amps.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

c. Maintain 24-inches minimum clearance from conduit and cables used for electrical power distribution over 5 kilo volt amps (KVA).
d. Maintain 48-inches minimum clearance from motors or transformers.

4. Cross perpendicularly to electrical power cables and conduits
5. Controlled Access Area and Homeland Security Data Network Rooms: Maintain a minimum 3 inches separation between classified pathways, cabling and outlets, and all other communications and power pathways, wire lines, and outlets.

B. Align and route pathways and cables parallel or perpendicular to the building lines and furniture layouts to the extent possible, ensuring accessibility to cable supports and pull boxes
C. Do not exceed maximum fill factor of 40 percent.
D. Firestopping and sealing: Seal openings between floors and walls (used and unused) with a UL listed mechanical assembly approved by the local authority having jurisdiction. Maintain the structural , fire, and/or smoke rating integrity and allow re-entry for future use with minimal impact.

27 **2.2 CONDUIT, BOXES, & FIXES**

A. **GENERAL:**

1. Provide rigid thin wall conduit for cabling that passes through non-CBP controlled space, impassible ceilings, or where vulnerable to damage. Ex: building lobbies, underground parking garages, outside cable routes, etc. Include polypropylene or monofilament plastic line with not less than 200-pound tensile strength.

a) Inside Cable Plant: Provide electrical Metallic Tubing conduit with compression type couplings and connectors.
b) Outside Cable Plant: Provide high-density polyethylene conduit.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

c) Conceal conduit within finished walls, ceilings, and floors. Exposed pathways are only permitted as approved through submittal review process.
d) Bends in conduit must made to create smooth, sweeping turns.
e) Provide pull box every 100 feet, and every 180 degrees change in direction.

B. Backbone Cabling Distribution

1.) Inside Cable Plant:

a) Provide a minimum of two 4 inch trade size sleeves or conduits for the routing of backbone cables between the building Demarcation room, vertical building riser closets, and the MDF room.

28 **2.3 Closet Specifications (MDF and IDF)**

Typical communications closets house common equipment required to support both voice and data connectivity to workstations. Communication closets/rooms are typically centrally located on the floor, and adhere to the ANSI/TIA/EIA specifications for cable lobe lengths (e.g. maximum cable from closet to Workstation will not exceed 100 meters, end-to-end). Closets/rooms should be vertically stacked, with a sufficient number of sleeves interconnecting each closet. All end-user workstation locations, whether occupied or vacant, shall be cabled to the nearest wiring closet. Every office should have a minimum of three drops installed. Every cubical should have a minimum of one drop installed. Storage rooms, conference rooms and similar space not designated as offices should be cabled to allow for office expansion. All wiring centers shall comply with or support the following specifications and requirements.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7D82-448A-8BF7-56E77E01F9BE

29 2.4 ENVIRONMENTAL

- Room should be dust free and positive air pressure when possible and meet Federal Guidelines for specified material to reduce airborne contaminants caused by off gassing.
- Ceilings should be finished with similar drop tiles used throughout the floor.
- Overhead lighting sufficient to provide 80 candle feet measured five feet above the finished Floor, is to be switched controlled and is not to be connected to the MDF/IDF communications equipment circuits.
- Care must be taken to avoid structural columns, ductwork, and other building structures, which would restrict the functionality of the space. Ceiling space above MDF/IDF should be open and clear of major heating, ventilation, and air conditioning systems and ductwork, including major motors, elevator motors, generators, or equipment that induce excessive EMI and/or RFI to communications equipment or systems.
- Room temperature must be maintained between 60 and 72 degrees Fahrenheit, with a relatively humidity range of 20 to 60 percent (non-condensing). When heat generating equipment is placed into MDF/IDF closets, maintaining environmental parameters is essential, thus avoiding down time due to equipment failures caused by equipment overheating. Where the building HVAC is insufficient to maintain these parameters, a standalone HVAC system is required to maintain these environmental ranges for a 24/9 schedule.
- Where no dedicated HVAC system is required to plenum air return buildings, there should be a minimum of two diffusers for fresh HVAC air intake, with a minimum of two air return vents, vented door and a positive air flow maintained. Buildings without air return systems should provide clean air 24/7. Additionally, rooms without dedicated HVAC systems should have a continuous airflow.

30 2.5 Space Planning

MDF/IDF vary in size depending on their function. However, minimum communications closet size should never be less than specified in the applicable ANSI/TIA/EIA specifications. CBP typical closet minimum Size should be no less than 80 square feet, whereas the recommended size is calculated by the ANSI/TIA/EIA specifications.

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- Floor space Served
- There must be one LAN closet per floor
- Multiple closets are required if the usable floor space to be served exceeds 10,000 ft.
- The cable length between the wiring closet and the end-user area should not exceed 90m (295ft) size requirement
- Minimum size requirements are based on usable floor space as follows: 5,000 ft or less-The wiring closet must be at least 10 ft x 7ft (70ft)
- Greater than 5,000 ft and less than 8,000 ft- The wiring closet must be at least 90 ft
- Greater that 8,000 ft and less than 10,000 ft – The wiring closet must be at Least 10 ft x 11ft (110 ft).
- The above recommendations specify space required for cable plant equipment rack only.
- The MDF or Computer room will require additional space based on the amount of equipment being installed. Server, Racks, PBX Racks, etc. each require additional floor space. In general, each additional equipment rack.
- Requires 12 ft over and above the guidelines provided above. Often the MDF serves as the Telco DEMARC as well. Wall space should be allowed for keeping in mind service personnel outside of CBP will need access for installations and maintenance. These components should be located close to CBP Equipment but clearly separated at the same time.
- Smaller floor spaces (less than 1,000 ft) can use more shallow closets with wall mounted equipment racks or cabinets. Such installations should be considered carefully and used when no other options are available.
- Electronic badge access only for all MDF/IDF rooms will conform to local Security requirements.
- Door must be a minimum 36 inches wide by 80 inches high and fire retardant (2- Hour). The door should swing out to facilitate equipment installation and provide maximum space utilization by allowing higher density equipment designs and configurations without the concern of lost space due to door travel.
- Floor should be rated to withstand 100 pounds per square foot and should be covered with anti-static tile or linoleum. Carpets are not acceptable in LAN closets.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- Each communications closet should have a minimum of 2 separate 120 Volt @20A and 2 separate 120 Volt @30A circuits (L5-30) installed for cable plant electronics. Preferred outlets are the National Electrical Manufacturers Association (NEMA) -20 quad receptacles. Outlets must be installed overhead or if there is a raised floor, a twist lock plug is required.
- A certified electrical ground and buss shall be installed into each closet for communications equipment grounding and be connected to a dedicated building ground that is compliant with the ANSI //TIA/EIA 607.
- For the MDF, a pre-treated, fire-rated, plywood backboard (3/4 inches by 4 feet by 8 feet sheets) shall be fastened properly to the wall for riser cable control, where required.
- All cable shall be neatly Velcro-wrapped and anchored every 3 feet on the backboard.
- CBP occupied floors that are contiguous, with stacked closets, should have a minimum of two 4-inch sleeves between closets for CBP Data and Voice cables.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

Additional sleeves will be required for the building voice and data riser system. Where CBP Data and voice cables must pass through communications closets not controlled by CBP or the US government, mechanical protection must be provided. Thin wall Ridged conduit will be sufficient for this requirement.

31 **2.6 Equipment Racks and Cabinets**

A. General:

1. Manufacturer's standard finish in black.
2. Mounting requirements:
3. Structurally and rigidly secured to slab floors, overhead ladder tray pathways and wall fields

4. Bolt multiple open racks and/or cabinets together.

B. Open Racks:
   1. Standard two-post 19-inch wide x 84 –inches tall.

C. Enclosed Cabinets:
   1. Doors: Concealed hinge, lockable flush latch, vented and removable doors, with matching key/lock design where multiple cabinets are installed.
   2. Removable and lockable side panels with gaskets.
   3. Solid top with brushed openings for cable access and a solid bottom panel.
   4. Free standing cabinets: Adjustable leveling feet.
   5. Type 1 galvanized-steel frame with welded, uni-body construction.
   6. Top mounted ventilation fan.
   7. Dimensions:
      a. Free standing cabinets: 24-inches x 36-42 inches deep x 84-inches high.
      b. Hinged wall mounted cabinets: 24-inches wide x 30-inches deep x 48-inches high and mounted with adequate clearance to open fully 180 degrees.
      c. Hinged wall Bracket: 4 Rack Mount Units high 19-inch wide x 6-inches deep.

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

32 2.7 PATCH PANELS & CABLE MANAGEMENT

A. General
   1. Metal or high impact plastic, with manufacturer's standard finish in black.
   2. Provide blank panels to fill unused openings in patch panels and fiber enclosures.
   3. Provide separate connecting blocks, patch panels and fiber housings for each color, performance category and wiring configuration of cables being terminated. Provide quantity sufficient for the number of cables, pairs and optical fiber strands terminated, plus 25 percent spare.

B. Cable Management:
   1. Open racks:
      a. Provide horizontal cable support bars for each patch panel
      b. Provide front/rear horizontal and vertical cable management with integral wire retaining fingers and covers.
      c. Vertical management: Full rack length cable management in-between and on each end of standard 2-post open racks. Size: 6-inches wide.
      d. Horizontal management: Horizontal cable management above and below patch panel stack, and in-between each panel. Size: 1 - 2 rack units.

C. Copper Patch Panels:
   1. Provide modular patch panels with standard 110D type Insertion Displacement Connector (IDC) in rear and RJ-45 interface in front.
      a. Available in low and high-density configurations, and 12 - 48 port capacities.
      b. Patch panels to have flat face and clear window displays covering labels. Use printed label backgrounds, font or icons to match specified cable color (Figure 4).

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

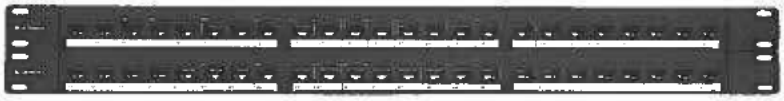


Figure 4 Patch Panel Example

D. Optical Fiber Housings & Panels

1. Rack and wall mounted fiber modular panel housings, available in low and high density configurations, and various port capacities.
2. Single Mode and Multi-mode coupling panels available in duplex LC configurations.

33 2.8 LABELING CONVENTIONS

A. Confirm facility labeling scheme with local CBP point of contact. Use machine printed aldhesive-tape durable labels to identify cabinets, racks, patch panels, fiber housings and WAO's.

1. Identifiers:
    a. Closets: Identify room number per signage.
    b. Cabling racks: Label in series using alpha characters. Example: A, B, C, etc.
    c. Patch panels: Label in series using alpha characters. Example: A, B, C, etc.
    d. Cables: Label in series using three-digit numeric characters. Example: 001-048
    e. Cable pair or fiber strand: Three-digit numeric characters. Example: 001,002, 003, etc.

2. Example: 111-A-A001

DS DTP

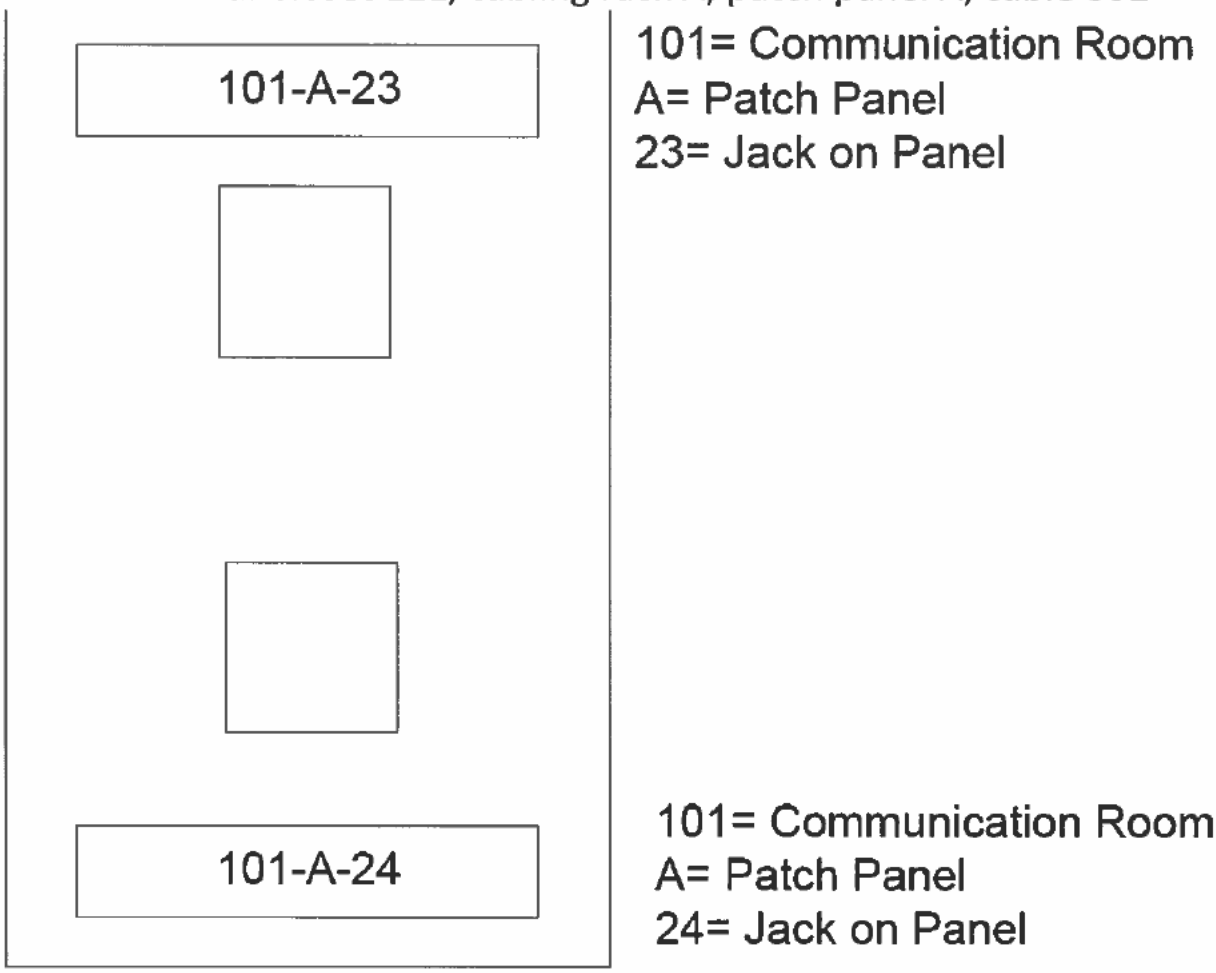
LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

a. Closet 111, cabling rack A, patch panel A, cable 001



Typical MDF Equipment Rack design
Standard Data/Voice/Radio MDF Equipment Layout

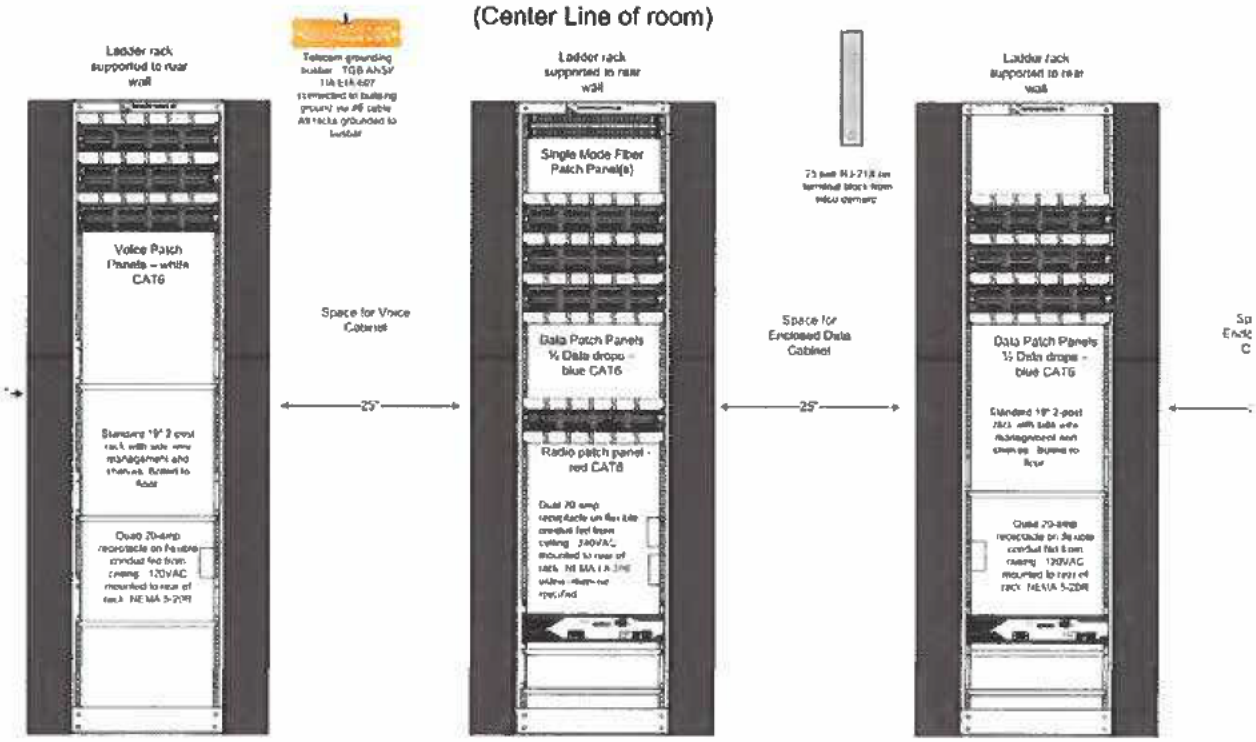
DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE



Typical IDF Equipment Rack Design

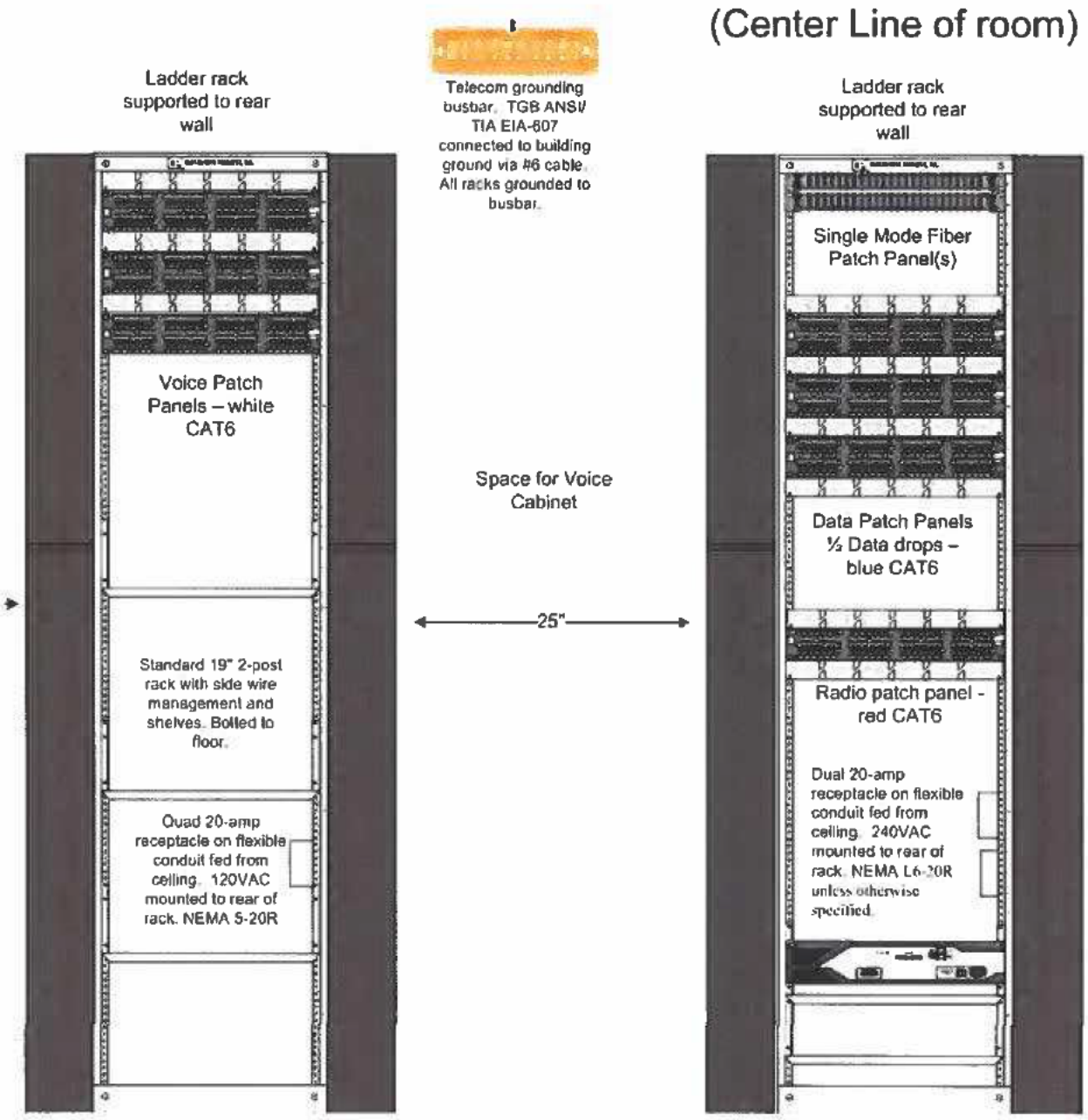
DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE



DS DTP

LESSOR: DS MS

DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

34 3.0 BACKBONE CABLING

35 3.1 GENERAL

A. The installation shall be a star topology where cabling is routed directly to the designated spaces and terminate directly to connecting blocks and patch panels. Bridged taps, splitters, splices, etc. not permitted without CBP approval.

B. Labeling:

1. Identify each cable, patch cord, copper pair and optical fiber strand.
2. Provide a clear flexible vinyl or polyester laminate wrap-around type label around each end of cables 4-inches from termination point. Labels shall be preprinted or computer-printed type with printing area cable jacket color and font color that contrasts with.

C. Provide cables with imprinted cable rating, length, category, and/or strand count.

3. Inside Cable Plant: Provide plenum rated cables.
4. Outside Cable Plant: Provide indoor/outdoor plenum rated cables.

D. Cold-Weather Installation: Bring cable to room temperature before installing per the manufacturers recommendations.

E. Conceal cables in ceilings, walls, and floors utilizing approved pathways. Exposed cabling other than unfinished spaces not permitted without CBP approval.

F. Maintain manufacturer cable bend radius and pulling tension requirements and provide a minimum 10-foot service loop on each end.

G. Bundle, lace, and train cables within industry standard restrictions using fabric Velcro hook and loop style tie wraps. Attach cables to rear horizontal support bars for patch panel applications.

H. Maintain separation of dissimilar signal types and voltage levels. Ex: Ethernet, Audio Visual (AV), and overhead paging.

DS DTP

LESSOR: DS MS

DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

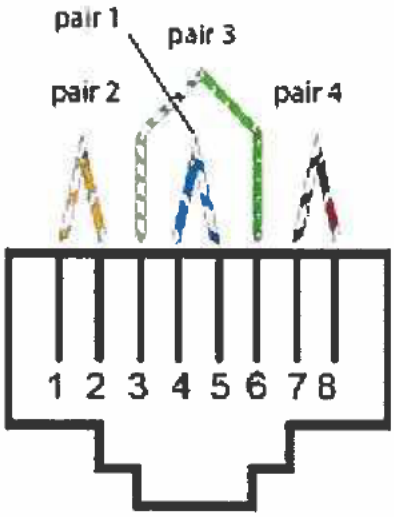
DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

3.2 COPPER CABLING

A. Connecting hardware Terminate cables with connecting hardware of same performance category or higher and per manufacturer instructions.

B. Cables:

1. Catergory 3: 100-ohm, balanced Shielded and Unsheilded Twisted Pair (STP/UTP)
2. Category 6A: 100-ohm, balanced Shielded and Unsheilded Twisted Pair (STP/UTP)
3. Coaxial (coax): .5 hardline, RG11, and RG6, 75-ohm, 2000 megahertz (MHz) dual shield, and 734C, 75-ohm, DS3 coax.



T568B Pin Assignments (front view)

3.3 OPTICAL FIBER CABLING

A. Connecting hardware: Terminate cables with connecting hardware of same performance category and per manufacturer instructions.

1. Quick-connect, non-keyed, duplex, Lucent Connectors (LC) with insertion loss less than 0.75 decibel (dB) (Figure 9).

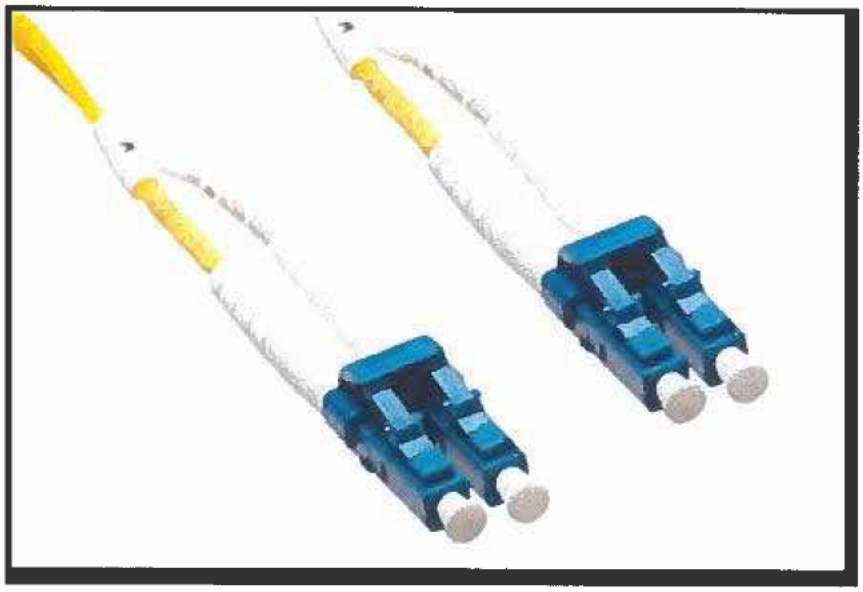
DS DTP
LESSOR: DS MS
DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

a. Multi-mode: Orange
b. Single- mode color: Blue

B. Cables: Optical fiber cables shall be of interlocking steel armor construction.
   1. Mult-mode: Multi-strand, tight buffer, 50/125-micron, laser-optimized OM4 supporting 10 gigabit (Gb) Ethernet up to 984 feet (300 m).
      a. Maximum Attenuation: 3.5 decibel/kilometer (dB/km) at 850 nanometers (nm) and 1.5 dB/km at 1300 nm.
      b. Minimum Modal Bandwidth: 1500 megahertz/kilometer (MHz-km) at 850 nanometers (nm) and 2000 MHz-km at 1300 nm.
      c. Jacket Color: Orange
   2. Single-mode: Multi-strand, tight buffer, 9/125-micron OS1 (inside plant) and OS2 (outside plant).
      a. Maximum Attenuation: 1 (OS1)/.4 (OS2) decibel/kilometer (dB/km) at 1310 nm and 1 (OS1)/.4 (OS2) dB/km at 1550 nm.



40 3.4 HORIZONTAL CABLING

GENERAL

DS DTP
LESSOR: DS MS
DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- The installation shall be a star topology where cabling is routed directly from WAO's to designated Distribution Closet connecting blocks and patch panels. Bridged taps, splitters, splices, etc. not permitted without CBP approval.
- Labeling:
- Identify each cable, patch cord, copper pair and optical fiber strand.
- Provide a clear flexible vinyl or polyester laminate wrap-around type label around each end of cables 4-inches from termination point. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color.

41 **3.5 FACEPLATES**

- Coordinate faceplate styles per WAO location and application. Faceplate finishes to be approved by the Architect or local ICE point of contact.
- Accommodate 4 pair copper, optical fiber, and coaxial snap-in connecting hardware, with clear window displays covering outlet labels, and available in multiple gang and port variations.
- Provide blank cover plates for unused outlet ports.

42 **3.6 CABLE ROUTING AND DRESSING**

- Modular furniture: Route cables through modular furniture raceways directly to each workstation and terminate in a compatible snap in faceplate to furniture base. If necessary, due to high cable count, a surface mount box may be installed on the base of the furniture, pending CBP approval.
- Provide plenum rated cables with imprinted cable rating, length, category, and/or strand count.
- Cold-Weather Installation: Bring cable to room temperature before installing per the manufacturers recommendations.
- Conceal cables in ceilings, walls, and floors utilizing approved pathways. Exposed cabling other than unfinished spaces not permitted without CBP approval.
- Maintain manufacturer cable bend radius and pulling tension requirements and provide a minimum 10-foot service loop in the Distribution Closet. The

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

maximum allowable length for terminated cables (permanent link) is 295 feet (90 m).

- Bundle, lace, and train cables within industry standard restrictions using soft Velcro style tie wraps. (See diagram below)
- Maintain separation of dissimilar signal types and voltage levels. Ex: Ethernet, Audio Visual (AV), and overhead paging.
- Remove abandoned cables and existing cables that do not meet specifications.
- Conference Rooms and Training Rooms: Coordinate floor box, conference table and wall display relationships.
- 802.11 Wi-Fi: Install Owner furnished wireless access points (WAP's). For non-typical drop ceiling type applications, coordinate with the CBP Government representative to review the unique environment and provide a government approved mounting solution. Connect WAP's to horizontal cabling in the ceiling and label with cable identifier and WAP MAC address. Network switch connection, final testing, and validation not in contract.

43

44

45

DS DTP

LESSOR: DS MS

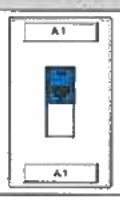
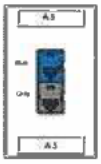
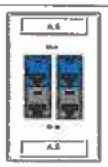
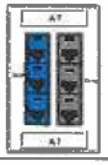
DS SHW

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

47 3.7 WORK AREA OUTLET CONFIGURATIONS

- Typical outlet details are shown in table below. All outlet types may not apply or are not sh

OUTLET TYPE	DESCRIPTION	EXAMPLE
	PROGRAM: ENTERPRISE "A" SERIES	
A1	WAO: (1) blue CAT6 UTP and (1) blank port.	
A2	CATV outlet: (1) white RG6, 75-ohm, 2000 MHz dual shield coax, (1) green CAT6 UTP, and (1) blank port. Terminate with "F" type connectors on 1 GHz directional wall mounted multi-port taps (one cable per port) for coax, and CAT6 cables at the beginning of a shared "Auxiliary" patch panel.	
A3	Wall phone outlet: (1) white CAT6 UTP. Terminate at the center of a shared "Auxiliary" patch panel.	
A4	Wireless Access Point (WAP) ceiling outlet: (2) yellow CAT 6A UTP in a plenum rated surface mount box with a 20' service loop. Terminate at the end of a shared Auxiliary patch panel.	
A5	WAO: (1) blue and (1) gray CAT6 UTP.	
A6	WAO: (2) blue and (2) gray CAT6 UTP.	
A7	WAO: (3) blue and (3) gray CAT6 UTP.	

48 4.0 Grounding

DS DTP

LESSOR: DS MS

DS SHW

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- Ground all systems and equipment in accordance with the N.E.C.

- All ground connection in the MDF room and IDF rooms shall be made to the ground bar. The ground bars shall be interconnected to each other with #6 AWG and directly connected to the Main Service ground.

- Grounding of all communications cable shield shall be in the MDF/IDF room.

- Any wire used for grounding shall not be less than #6 AWG and insulated.

- All metal panels, enclosures, boxes, racks, raceways, etc., in the MDF room shall be grounded.

- The MDF and IDF shall each have four dedicated 20A, 30A, and 120V electrical outlets on separate circuits to accommodate the above requirements. Other room convenience outlets shall be located at 6 foot intervals around the room.

The NEC provides guidelines to ensure that electrical installations in buildings meet the necessary safety Practices to prevent electrical shock hazards to personnel, ensure fault clearance of unintentional electrical breakdowns that could cause fire, and prevent transient voltages from causing electrical damage to installed network components. NEC Article 800 pertains to telecommunications industry and should be consulted for specific guidelines related to this topic. Article 800 also has references to other articles as the need arise. In all new buildings and major retrofit projects an independent ground bus, installed in each MDF/IDF closets shall be provided. The independent ground bus in each closet should be installed by a certified electrician, or properly licensed installer. The independent ground buses are designated for, and utilized exclusively, by the MDF/IDF communications equipment. In existing buildings, an Independent ground is certainly desirable. In general, all MDF/IDF communications systems, cable plant devices, Equipment and components shall be properly grounded and bonded. All grounding shall be performed to meet the following published standards and guidelines:

• ANSI/TIA/EIA 607

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

- ANSI/IEEE C-142
- Federal Information Processing Standard (FIPS) 94
- NEC Articles 250 and 800
- UL
- ANSI CI-1978

All equipment racks, cabinets and systems must be properly connected to the independent groundbus Per the ANSI/TIA/EIA 607 specifications. It is the responsibility of the cable installer to connect all Common MDF/IDF closets, equipment racks, and cabinets to the provided ground bus. It is also the responsibility of the cable installers to report to the COTR any discrepancies with respect to improper or omitted grounding systems or connecting equipment within the telecommunications/data wiring closets to the ground bus, a number six wire with #6 green insulation should be used. This ground wire should be no longer than 30 feet. All ground wire should be routed straight, with sweeping bends, neat, and orderly. Ground wire should be routed in the most direct fashion possible to the equipment. Ground wires should be supported by tie-wraps at 12-inch intervals. The manufacturer instructions and recommendations shall be followed when grounding the electronic equipment installed in the telecommunications/data wiring closets.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

49 5.0 CLOSING DOCUMENTS

Provide final project closing documents to CBP within 30 calendar days of cable plant installation for review and acceptance of project completion, prior to submitting invoices. Create documents in electronic formats including: Microsoft Word, VISIO and Excel, and Autodesk AutoCAD (latest versions or compatible). Combine all electronic documents and submit as one Adobe Acrobat pdf file.

WORK RESULTS REPORT

A. Provide written report on Contractor corporate letterhead with name, address and contact information. Address report to the authorized project contract representative.

1. Include project name, address, contract number, task order number, purchase order number, IT Service Request number, and report submittal date.

2. Reference the approved Contractor proposal number and date, include a detailed summary of work performed and installation dates, and identify deviations.

3. Provide certification statement affirming that the entirety of the installation meets the ICE Cabling Standards and approved OCIO Cabling Package.

   a) Include final inspection report.

   b) Identify the scope of tests performed and attest to the accuracy of the test results furnished.

   c) Include warranty scope and confirm correction period for deficiencies.

B. Provide test results, as-built record drawings, and WAO drop schedules.

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

1. Provide clear and accurate drawings created from AutoCAD or Visio and submit as a pdf document sized Architectural "D" (24-inch x 36-inch).

   a) Show outlet locations, backbone cabling diagrams, and labeling schemes.

   b) Show location and designation of distribution closets, major pathway and cabling routes, and locations of floor and wall penetrations.

END OF DOCUMENT

DS DTP

LESSOR: DS MS

DS SHN

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

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

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

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

DS DTP

LESSOR: DS MS GOVERNMENT: DS SHL

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

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

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

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

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

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

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

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

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

DS DTP
DS
LESSOR: MS GOVERNMENT: DS SHL

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

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

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

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

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

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

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

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

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

6. 552.270-26 NO WAIVER (SEP 1999)

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

7. INTEGRATED AGREEMENT (JUN 2012)

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

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

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

9. DELIVERY AND CONDITION (JAN 2011)

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

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

DS DTP

LESSOR: DS MS GOVERNMENT: DS SHL

10. DEFAULT BY LESSOR (APR 2012)

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

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

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

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

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

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

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

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

(i) Circumstances within the Lessor's control;

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

(iii) The condition of the Property;

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

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

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

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

DS DTP DS MS DS SHL

LESSOR: GOVERNMENT:

completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

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

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

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

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

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

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

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

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

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

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(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.

DS DTP

LESSOR DS MS GOVERNMENT: DS SHL

(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.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

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

(a) *Payment due date—*

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

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

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

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

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

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

(c) *Interest Penalty.*

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

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

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

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

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

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

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

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

(iii) Lessor point of contact.

DS DTP DS MS DS SHL

LESSOR: GOVERNMENT:

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

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

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

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

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

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

21. PAYMENT (MAY 2011)

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

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

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

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

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

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

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

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

This clause is incorporated by reference.

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

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

DS DTP

LESSOR: DS MS GOVERNMENT: DS SHL

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

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

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

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

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

25. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)
This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)
(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

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

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

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

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

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

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

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

Poster(s)	*Obtain from*

(*Contracting Officer shall insert—*

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

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

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

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

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

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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

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

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

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

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

DS DTP DS MS DS SHL

LESSOR: GOVERNMENT:

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

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

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

This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

31. CHANGES (MAR 2013)

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

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

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

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

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

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

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)

This clause is incorporated by reference.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

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

This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

DS DTP DS MS DS SHL

LESSOR: GOVERNMENT:

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 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.

39. 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.

40. 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.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over $35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
(Applicable if over $750,000 total contract value.)
This clause is incorporated by reference.

DS DTP DS MS

LESSOR: _____ GOVERNMENT: DS SHL

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020)
(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

46. 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.

47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

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

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

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference.

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Exhibit G

Lease: GS-11P-LVA00582

Supplemental HVAC & Generator Maintenance Scope

1. In consideration of this Lease, the Lessor hereby agrees to perform routine preventative maintenance on the following two (2) supplemental HVAC Units during the lease term (each, a "Unit", collectively, the "Units"):

A. RTU 5-LIEBERT (Location noted on attached plan.)

~~B.~~ RTU 6 (Location noted on attached plan.)

Such routine maintenance is limited to the following:

Quarterly

- Check the overall operation of each Unit per quarterly visit.
- Change or clean all air filters and belts as needed per quarterly visit.
- Clean outdoor air screens.
- Inspect belts for proper tension, adjust as necessary.
- Inspect and clean condensate pan and drains.
- Inspect all sheaves and pulleys
- Clean and lubricate shaft and motor bearings.
- Check all electrical wiring and verify correct line and control voltage.
- Check compressor oil levels, compressor oil levels and crankcase heaters.
- Check operation of thermostat/system controls.

Annually

- Tighten electrical wiring and connections.
- Clean condenser coils.
- Check amp draw of all motors vs. nameplate.
- Check amp draw of all compressors vs. nameplate.
- Check refrigerant pressures and temperatures.

If any Unit requires maintenance beyond the scope of the above-described routine preventative maintenance, the Government shall be solely responsible for the cost of this excess maintenance. The Government shall also be solely responsible for the cost of any repair(s) to or replacement(s) of any of these Units.

The Lessor shall be responsible for the cost of the Units' electricity consumption.

2. In consideration of this Lease, the Lessor hereby agrees to perform routine preventative maintenance on the ~~ONAN~~ Generator located in the secured parking area of the building premises.

Such routine maintenance is limited to the following:

Monthly

- Check and maintain all Cooling System components.

DS DTP

DS MS

LESSOR: DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

Exhibit G

- Check and maintain Fuel/Diesel components.
- Check and maintain Starting System.
- Check and maintain Exhaust System.
- Check and maintain Air Intake System.
- Check and maintain isolators, remote fans, thermostats, circulating pumps, and solenoid valves, and inlet and discharge louvers.
- Check and maintain Control Panel.

If there is any required maintenance beyond the scope of the above-described routine preventative maintenance, the Government shall be solely responsible for the cost of this excess maintenance. The Government shall also be solely responsible for the cost of any repair(s) to or replacement(s) of the Generator.

DS DTP

LESSOR: DS MS

DS SHL

(b) (5), (b) (7)(F)

[redacted]

DTP

DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

(b) (5), (b) (7)(F)

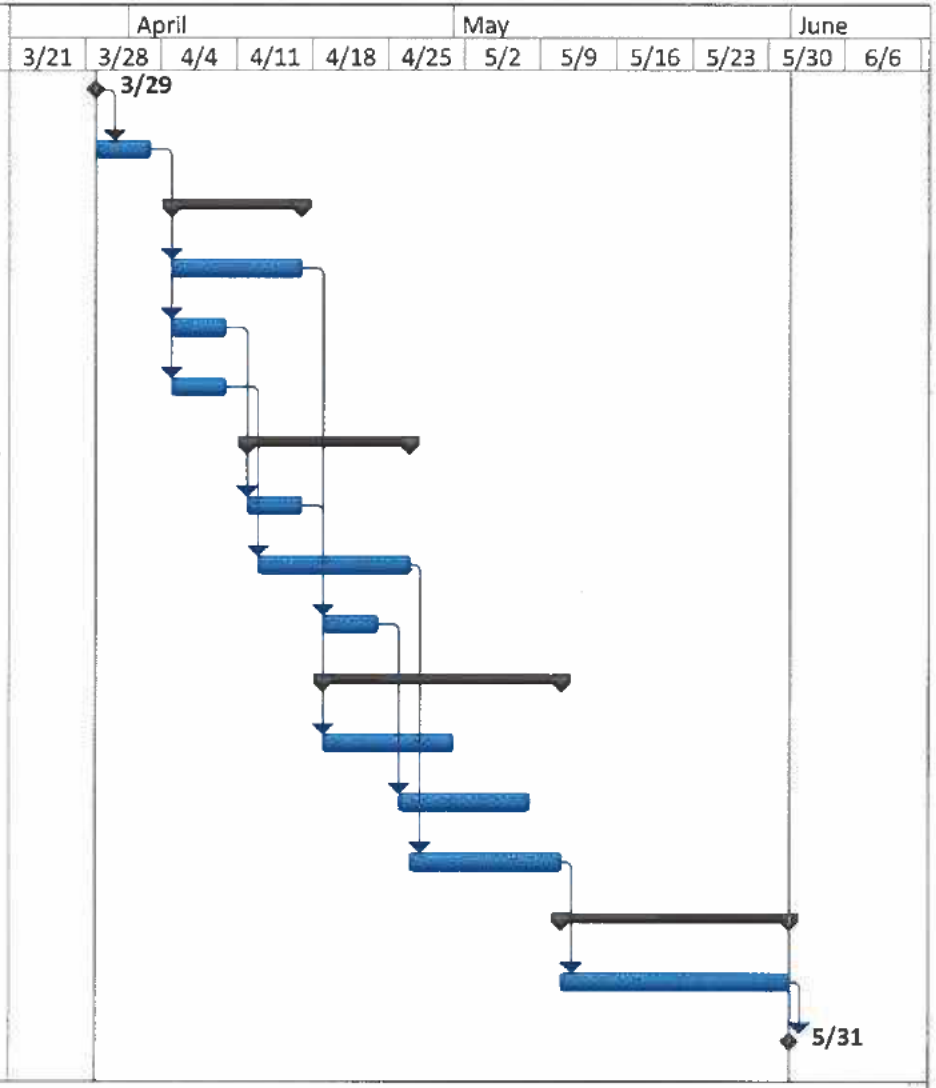
[redacted]

DS DTP

LESSOR: DS MS

DS SHL

ID	Task Name	Duration	Start	Finish
1	Formal Release	0 days	Mon 3/29/21	Mon 3/29/21
2	Project Award	1 wk	Mon 3/29/21	Fri 4/2/21
3	**Confirm Scope**	**10 days**	**Mon 4/5/21**	**Fri 4/16/21**
4	Security	2 wks	Mon 4/5/21	Fri 4/16/21
5	Cabling (Tel/Data)	1 wk	Mon 4/5/21	Fri 4/9/21
6	Paint & Carpet Finishes	1 wk	Mon 4/5/21	Fri 4/9/21
7	**Procure Long Lead Items**	**11 days**	**Mon 4/12/21**	**Mon 4/26/21**
9	Cabling (Tel/Data) Equipment	1 wk	Mon 4/12/21	Fri 4/16/21
10	Carpet	2 wks	Tue 4/13/21	Mon 4/26/21
8	Security Equipment	1 wk	Mon 4/19/21	Fri 4/23/21
11	**ICE**	**16 days**	**Mon 4/19/21**	**Mon 5/10/21**
13	Cabling (Tel/Data) Install	2 wks	Mon 4/19/21	Fri 4/30/21
12	Security Install	2 wks	Mon 4/26/21	Fri 5/7/21
14	Paint & Carpet	2 wks	Tue 4/27/21	Mon 5/10/21
15	**CBP**	**15 days**	**Tue 5/11/21**	**Mon 5/31/21**
16	Paint & Carpet	3 wks	Tue 5/11/21	Mon 5/31/21
17	**Substantial Completion**	0 days	Mon 5/31/21	Mon 5/31/21



Project: DNCP2 GSA 210302 Prelim
Date: Fri 3/19/21

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

Exhibit 1 - Form 1217 Lease: GS-11P-LVA00582

LESSOR'S ANNUAL COST STATEMENT

Important - Read attached "Instructions"

OMB Control Number: 3090-0086
Expiration Date: 11/30/2019

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

1. Request for Lease Proposals (RLP)	2. Statement Date
8VA2592	03/18/2021

(b) (4)

[redacted]

DS DTP

LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

(b) (4)

[redacted]

DS DTP LESSOR: DS MS

DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

Exhibit J – Fire Alarm System Testing & Maintenance
Lease: GS-11P-LVA00582

The following comments must be addressed as a condition of the lease. All items must be corrected within 120 days of the lease agreement.

1. The lessor has agreed to complete ITM for the fire alarm system. This shall be completed per local codes with documentation submitted to GSA for review.

2. The finding below from the 2015 Facility and Fire Safety Survey Report (22685 Holiday Park Drive) must be completed if not already done. Provide GSA with documentation of completion. Costs below are estimated and not a reflection of actual costs.

Fire Protection

RAC 1 - 4 items are considered to be those that are generally non-recurring, require an engineering design to abate, and/or cost more than $10,000 to correct.

Finding # 1	Smoke detectors are not provided to protect the Fire Alarm Control Panel located in the Main Electrical Room or Notification Appliance Circuit Power Extender Panel located in Elect/Lan Room 144 (RAC 4).
Referenced Directive	NFPA 72, 10.15
Recommendation	Provide smoke detectors for the protection of the fire alarm control panel and power extender panel.
Condition Type	Fire Alarm
Category	(Fire Alarm)
Responsibility for Abatement	Building Management
Probability	C (Possible)
Scope	Local
Severity of Hazard	III (Marginal)
RAC	4
Date Identified	September 1, 2015
Cost	$1,500

NO PHOTO

DS DTP

LESSOR: DS MS

DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: CA2F3063-7DB2-448A-8BF7-56E77E01F9BE

CUSHMAN & WAKEFIELD

2101 L Street, NW
Suite 700
Washington, DC 20037
Tel +1 202 463 2100
Fax +1 202 223 2989
cushmanwakefield.com

EISA Compliance

Per Section 2.09 C of the RLP, EISA allows for a Federal agency to lease Space in a Building that does not have an Energy Star Label if the agency will remain in a Building it currently occupies if the Offeror includes in their proposal an agreement to renovate the Building for all energy efficiency and conservation improvements it has determined are cost effective over the firm term of the lease. Utilizing the tools on the Energy Star Portfolio Manager application, offeror has determined that the following are cost effective, and is in agreement to do them as part of the new lease:

- Installation of automatic lighting controls/occupancy sensors/daylight harvesting throughout the space

DS DTP

LESSOR: DS MS

DS

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: 9B232327-6FE7-4048-8BB9-2395DAC95435

Exhibit L

Lease No. GS-11P-LVA00582

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

(b) (5), (b) (7)(F)

[redacted]

DS MS DS DTP DS SHL

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: 9B232327-6FE7-4048-8BB9-2395DAC95435

(b) (5), (b) (7)(F)

[redacted]

DS MS DS DTP DS SHN

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: 9B232327-6FE7-4048-8BB9-2395DAC95435

Exhibit L

Lease No. GS-11P-LVA00582

(b) (5), (b) (7)(F)

[redacted]

DocuSign Envelope ID: 63774D36-083B-4C3E-A547-2AC7730568D3

DocuSign Envelope ID: 9B232327-6FE7-4048-8BB9-2395DAC95435

(b) (5), (b) (7)(F)

[redacted]

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Dulles North Office Park II Corporation 7501 Wisconsin Avenue, Suite 1500E Bethesda, Maryland 20814	TELEPHONE NUMBER (301) 986-6000
DS MS	Dulles North Office Park II Corporation (b) (6) [redacted] Signature: D. Todd Pearson, President	4/30/21 Date

DS SHL