

# LEASE NO. GS-XXB-XXXXX

This Lease is made and entered into between

**Lessor's Name** [INSERT LESSOR'S FULL LEGAL NAME EXACTLY AS PROVIDED BY LESSOR.]

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

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

THE TEMPLATE ASSUMES THE LESSOR OWNS THE PROPERTY. HOWEVER, IF THERE ARE ANY UNUSUAL SITE-CONTROL ISSUES (SUCH AS SUBLEASES, GROUND LEASES, OR COMPLICATED ENTITY INVOLVEMENTS, PLEASE CONSULT WITH REAL ESTATE ACQUISITION DIVISION SUBJECT-MATTER EXPERTS AND REGIONAL COUNSEL AS NEEDED.

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

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

[Address] [INSERT PROPERTY ADDRESS]

and more fully described in Section 1 and Exhibit [INSERT EXHIBIT NUMBER] \_\_\_\_\_, 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.

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

[INSERT YEARS] \_\_\_\_\_ years, [INSERT YEARS FIRM] \_\_\_\_\_ years firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be 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.

[TYPE IN NAME OF LESSOR'S SIGNATORY AND TITLE; ENTITY NAME AND CONTRACTING OFFICER'S NAME]

**FOR THE LESSOR:**

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

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
[LCO NAME]  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

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

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INSTRUCTIONS FOR CREATING LEASE AND REQUEST FOR LEASE PROPOSALS (RLP) DOCUMENTS

ALL INSTRUCTIONS FOR CREATING THESE DOCUMENTS ARE TYPED IN BLUE "HIDDEN" TEXT. YOU SHOULD WORK WITH THE HIDDEN TEXT SHOWING (TURNED ON), EXCEPT WHEN THE FINISHED LEASE IS BEING PRINTED.

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE LEASE REFORM TEMPLATES ARE LOCATED ON THE NATIONAL OFFICE OF LEASING GOOGLE SITE. THE GOOGLE SITE ALSO SUMMARIZES REVISIONS FROM PREVIOUS TEMPLATE EDITIONS.

TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

1. **CLICK ON THE MSWORD LOGO AT THE TOP OF THE COMPUTER SCREEN (FAR LEFT).**
2. **CLICK ON "WORD OPTIONS" AT THE BOTTOM OF THE SCREEN.**
3. **CLICK ON "DISPLAY" IN THE LEFT-HAND COLUMN OF THE SCREEN.**
4. **IN THE RIGHT-HAND COLUMN, UNDER "ALWAYS SHOW THESE FORMATTING MARKS ON THE SCREEN,"—IF THERE IS NO CHECKMARK IN THE "HIDDEN TEXT" BOX—CLICK ON THE "HIDDEN TEXT" BOX. NOTE: A CHECKMARK WILL APPEAR IN THE BOX.**
5. **CLICK ON "OK." TO CLOSE OUT THE WORD OPTIONS SCREEN.**

**TO TURN OFF HIDDEN TEXT:** FOLLOW INSTRUCTIONS (A) THRU (D), ABOVE. WHEN YOU **CLICK ON THE "HIDDEN TEXT" BOX**, THE CHECKMARK WILL DISAPPEAR AND THE HIDDEN TEXT WILL NOT SHOW ON SCREEN OR IN PRINTED VERSIONS OF THE LEASE.

**TO INPUT DATA:** IF A PARAGRAPH HAS BOLD RED **Xs**, A DOLLAR SIGN (\$) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (\_\_\_\_), **INPUT THE REQUIRED INFORMATION.**

TO DELETE AND MODIFY PARAGRAPHS AND SUB-CLAUSES—\*

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING "**ACTION REQUIRED.**" IF IT IS DETERMINED TO **DELETE** A PARAGRAPH OR SUB-PARAGRAPH, TAKE THE FOLLOWING STEPS:

TO DELETE A PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER.)
2. **CLICK ON** THE DELETE KEY TO DELETETHE TEXT.
3. YOU HAVE A CHOICE REGARDING THE TITLE. YOU MAY EITHER STRIKE THROUGH THE TITLE AND ADD THE WORDS "INTENTIONALLY DELETED" AFTER THE STRICKEN TITLE, OR YOU MAY DELETE THE TITLE AND REPLACE IT WITH "INTENTIONALLY DELETED." IN EITHER CASE, LEAVE THE PARAGRAPH NUMBER INTACT SO THE PARAGRAPH NUMBERING WILL REMAIN THE SAME FOR THE PARAGRAPHS THAT FOLLOW.
4. TO STRIKE THROUGH THE TITLE, USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER.) CLICK ON THE "STRIKETHROUGH" KEY (~~abc~~). THEN PLACE THE CURSOR TO THE RIGHT OF THE STRUCK-OUT PARAGRAPH TITLE AND **TYPE** "INTENTIONALLY DELETED." **NOTE:** THE TEXT WILL BE DELETED AND THE PARAGRAPH NUMBER AND STRUCK-OUT TITLE WILL REMAIN. **EXAMPLE: 2.05 OPERATING-COST ADJUSTMENT- INTENTIONALLY DELETED**
5. .
6. ALTERNATELY, YOU MAY DELETE THE TITLE ALTOGETHER. USING YOUR CURSOR, CAREFULLY **SELECT** (DRAG YOUR CURSOR OVER) THE PARAGRAPH TITLE.
7. **OVERTYPE THE WORDS "INTENTIONALLY DELETED"**
8. **EXAMPLE: 2.05 INTENTIONALLY DELETED**
- 9.

TO DELETE A SUB-PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER, LETTER, OR TITLE, **IF ANY.**) **DELETE** THE TEXT BY CLICKING ON THE “DELETE” KEY.
2. PLACE THE CURSOR WHERE THE TEXT WAS AND TYPE “**THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED**” .

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ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING “**ACTION REQUIRED.**” IF IT IS DETERMINED TO **MODIFY** A PARAGRAPH, TAKE THE FOLLOWING STEPS:

TO MODIFY ALL OR PART OF A PARAGRAPH—

1. **GO TO** THE LAST SECTION OF THIS LEASE TITLED "ADDITIONAL TERMS AND CONDITIONS"
2. **CREATE** A LIST OF “MODIFIED PARAGRAPHS” WITH THE HEADING: “THE FOLLOWING PARAGRAPHS HAVE BEEN MODIFIED IN THIS LEASE:”
3. **SELECT** AND **COPY** THE MODIFIED PARAGRAPH TITLE AND PARAGRAPH NUMBER).
4. **GO TO** THE END OF THE LAST PARAGRAPH AND **CLICK** ON YOUR MOUSE TO PLACE THE CURSOR BELOW THE LAST ENTRY).
5. **PASTE (CTRL+V)** THE TITLE YOU JUST COPIED.
6. **MAKE YOUR CHANGES, ADDITIONS, DELETIONS,** ETC., TO THE PARAGRAPH IN ITS ORIGINAL LOCATION IN THE DOCUMENT.
7. **SAVE** YOUR CHANGES.

TO UPDATE THE “TABLE OF CONTENTS” AND “PAGE REFERENCES” WHEN YOU ARE FINISHED REVISING A DOCUMENT:

1. **GO TO** AND **CLICK** IN THE TABLE OF CONTENTS.
2. **RIGHT CLICK** TO VIEW DROP-DOWN WINDOW.
3. FROM THE DROP-DOWN MENU, **CLICK** ON “UPDATE FIELD.”
4. **CLICK** ON “UPDATE ENTIRE TABLE.” **NOTE:** TABLE WILL UPDATE ANY HEADINGS THAT WERE CHANGED DURING THE REVIEW. **NOTE:** YOU SHOULD VERIFY ONE OR TWO CHANGES TO CONFIRM THE TOC WAS UPDATED PROPERLY

\*THE ABOVE PRACTICES WILL INCREASE STANDARDIZATION AND FAMILIARITY OF THE DOCUMENT FOR THE PRACTITIONER BY ALLOWING CONSISTENT NUMBERING THROUGHOUT THE DOCUMENT.

**ADDITIONAL SECURITY REQUIREMENTS**

- REQUIREMENTS BASED ON ISC SECURITY CRITERIA, SHELL-RELATED REQUIREMENTS ARE LOCATED IN THE SECTION FOR SHELL COMPONENTS.
- ATTACH THE APPROPRIATE DOCUMENT TITLED “ADDITIONAL SECURITY REQUIREMENTS” AFTER CONSULTING WITH THE AGENCY TO DETERMINE THEIR SPECIFIC REQUIREMENTS USING THE APPROPRIATE ISC SECURITY LEVEL (II, III, OR IV).

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

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**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

**ACTION REQUIRED:**

IF FREE SPACE IS OFFERED, CONSULT THE LATEST EDITION OF THE PRICING POLICY DESK GUIDE. USE WHOLE NUMBERS FOR RSF AND ABOA SF; ROUND CAF TO NEAREST PERCENTAGE (E.G. 12 PERCENT). NOTE THAT THE OA TOOL WILL HAVE A SLIGHTLY DIFFERENT CAF, ROUNDING TO NINE DECIMAL PLACES.

EXHIBIT XX REFERS TO THE FLOOR PLANS PROVIDED BY THE SUCCESSFUL OFFEROR AND MUST DELINEATE THE SPACE UNDER LEASE.

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

B. Common Area Factor: The Common Area Factor (CAF) is established as **XX** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)**

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 the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

**ACTION REQUIRED: INSERT TOTAL NUMBER OF PARKING SPACES AND SPECIFY WHETHER THEY ARE INSIDE OR OUTSIDE, RESERVED OR UNRESERVED OR IF THEY ARE SECURED. IF THESE ARE OFF SITE, YOU WILL NEED PROOF THAT THE LESSOR OWNS THAT SITE OR HAS A LEASE FOR IT. YOU SHOULD DISCUSS THIS WITH READ BEFORE FINALIZING THIS LEASE. REMEMBER: ATTACH THE SITE PLAN, PARKING PLAN, OR DRAWING SHOWING THE LOCATION OF SPACES. A SITE PLAN IS PREFERABLE SHOWING PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO THE LEASED PREMISES.**

A. Parking: **XX** parking spaces as depicted on the plan attached hereto as Exhibit \_\_\_ of which **XX** shall be structured inside spaces reserved for the exclusive use of the Government, **XX** shall be inside parking spaces, and **XX** shall be surface 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.

**ACTION REQUIRED: USE THE BELOW PARAGRAPH IF THE AGENCY'S SPACE REQUIREMENTS INCLUDE TELECOMMUNICATIONS DEVICES SUCH AS SATELLITE DISHES, ANTENNAE, AND RELATED TRANSMISSION DEVICES. IF NOT DELETE.**

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation, and maintenance of such equipment at all times during the term of this Lease.

**ACTION REQUIRED: ADJUST THE RENTAL RATES IN THE TABLE TO REFLECT THE RENTAL RATES OF THE LEASE. IF LESSOR IS FUNDING AND CONSTRUCTING TIS, INSERT TI RENT. AND ADJUST ANY TI AMORTIZATION.**

**1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2012)**

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

	Years <b>1 - 5</b>		Years <b>6 - 10</b>	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Operating Costs	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
<b>Full Service Rate</b>	<b>\$XXX,XXX.XX</b>	<b>\$XX.XX</b>	<b>\$XXX,XXX.XX</b>	<b>\$XX.XX</b>

  

	Years <b>11 - 15</b>		Years <b>16 - 20</b>	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Operating Costs	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
<b>Full Service Rate</b>	<b>\$XXX,XXX.XX</b>	<b>\$XX.XX</b>	<b>\$XXX,XXX.XX</b>	<b>\$XX.XX</b>

**ACTION REQUIRED: INPUT INFORMATION IN HIGHLIGHTED TEXT AREA.**

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **XX** ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

**ACTION REQUIRED: USE THE NEXT PARAGRAPH- ONLY IF LESSOR IS FUNDING AND CONSTRUCTING TIS. OTHERWISE, DELETE.**

C. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease award date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be pro-rated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. The 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 in the paragraph entitled "The Premises";

**ACTION REQUIRED: USE THE NEXT PARAGRAPH- ONLY IF LESSOR IS FUNDING AND CONSTRUCTING TIS. OTHERWISE, DELETE.**

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

**ACTION REQUIRED: USE THE FIRST SUB-PARAGRAPH "4," BELOW, FOR A "FULLY SERVICED" LEASE. DELETE THE OTHER SUB-PARAGRAPH "4".**

4. 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.

**ACTION REQUIRED: USE THE FOLLOWING SUB-PARAGRAPH "4" FOR A "LEASE NET OF UTILITIES." IDENTIFY WHICH UTILITIES (ELECTRIC AND/OR GAS) ARE NET. DELETE THE PREVIOUS SUB-PARAGRAPH "4," ABOVE.**

4. All services, utilities (with the exclusion of \_\_\_\_\_), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of \_\_\_\_\_ directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

**ACTION REQUIRED: IF PARKING IS CHARGED SEPARATELY, USE THE FOLLOWING SUB-PARAGRAPH, AS APPROPRIATE. OTHERWISE, DELETE THE SUB-PARAGRAPH. NOTE: PARKING RATE IS TYPICALLY ON A PER MONTH BASIS.**

G. Parking shall be provided at a rate of **\$XX** per parking space per month (Structure), and **\$XX** per parking space per month (Surface).

**ACTION REQUIRED: IF NOT A TSA LEASE, DELETE THE FOLLOWING PARAGRAPH.**

**1.04 TERMINATION RIGHTS (ON-AIRPORT) (JUN 2012)**

The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **XX** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. .

**ACTION REQUIRED: IF A RENEWAL OPTION OFFERED, WHETHER OR NOT IT WAS SOLICITED OR EVALUATED (SEE LEASING DESK GUIDE ON INCLUDING UNEVALUATED OPTIONS), ENTER THE COMPLETE TERMS BELOW. ANY UNEVALUATED RENEWAL OPTION MUST BE EVALUATED PRIOR TO EXERCISING SUCH OPTION.**

**1.05 RENEWAL RIGHTS (JUN 2012)**

This Lease may be renewed at the option of the Government for a term of **X YEARS** at the following rental rate(s):

	Option Term, Years <b>XX - XX</b>	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	<b>\$XX</b>	<b>\$XX</b>
Operating Cost	Operating cost basis shall continue from Year <b>XX</b> of existing lease term. Option term is subject to continuing annual adjustments.	

provided notice is given to the Lessor at least **XX** days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

**ACTION REQUIRED: THE FOLLOWING LIST OF ATTACHMENTS IS NOT COMPREHENSIVE. ADJUST THE LIST AS APPROPRIATE FOR THE SPECIFIC TRANSACTION. THE GENERAL CLAUSES AND REPRESENTATIONS AND CERTIFICATIONS ARE TAILORED FOR THE ON-AIRPORT MODEL. IF CONSTRUCTION IS TO BE COMPLETED BY THE AIRPORT, YOU MUST USE THE 3517B VERSION OF THE GENERAL CLAUSES. NOTE: IT IS SUGGESTED THAT EXHIBITS BE LABELED WITH SEQUENTIAL LETTERS.**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)		
Parking Plan(s)		
GSA Form 3517G, General Clauses		
GSA Form 3518, Representations and Certifications		
Small Business Subcontracting Plan		

**1.07 OPERATING COST BASE (AUG 2011)**

The parties agree that, for the purpose of applying the paragraph titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be ~~\$XX~~ per RSF ~~\$(XX,XXX)~~/annum).

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

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:

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. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- 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 (CAF). The Common Area Factor (CAF) is a conversion factor determined by the building owner and applied by the owner to the ABOA SF to determine the RSF for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 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 and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. 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.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total office area or other type of space, together with all associated common areas, described in Section I 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.
- M. Property. The Property is defined as the land and buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).
- N. 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.
- O. 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.
- P. 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.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.



**2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)**

The 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 WAIVER OF RESTORATION (APR 2011)**

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

**ACTION REQUIRED: THE BELOW PARAGRAPH CAN BE OPTIONAL DEPENDING UPON THE MARKET. DELETE IF THE PARAGRAPH DOES NOT APPLY TO A SPECIFIC MARKET.**

**2.04 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.

**2.05 RELOCATION RIGHTS (JUN 2012)**

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

**ACTION REQUIRED: RECITALS ARE REQUIRED FOR TSA. DELETE IF MODEL IS USED FOR ANOTHER AGENCY ON-AIRPORT. INSERT AIRPORT NAME BELOW**

**2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)**

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the [INSERT AIRPORT NAME] Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

**2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JUN 2012)**

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), 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 C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the offered space complies with all applicable local fire protection and life safety codes and ordinances.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

**2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)**

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

**2.09 CENTRAL CONTRACTOR REGISTRATION (JUN 2012)**

The Offeror must have an active registration in the Central Contractor Registration (CCR) system (via the Internet at <HTTPS://WWW.ACQUISITION.GOV>) prior to the Lease award and throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in the CCR system.

**2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)**

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

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**SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS**


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**3.01 BUILDING SHELL REQUIREMENTS (JUN 2012)**

A. The building shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. For pricing, fulfillment of all requirements not specifically designated as 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 Tenant Improvements. 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 necessary to meet code is provided as part of the shell.

**3.02 MEANS OF EGRESS (AUG 2011)**

A. Space shall meet the applicable egress requirements in the National Fire Protection Association, *Life Safety Code* (NFPA 101) or the International Code Council, *International Building Code* (IBC), (both current as of the award date of this lease); or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Space has unrestrictive 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.

**3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)**

A. Space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in 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*.

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 award date of this lease).

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.

**3.04 FIRE ALARM SYSTEM (JUN 2012)**

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 third floor or higher in the Building.

B. The fire alarm system shall be installed and maintained in accordance with NFPA 72, National Fire Alarm and Signaling Code (current as the award of the lease).

C. The fire alarm system shall automatically notify the local fire department, remote station, or UL listed central station.

D. If the Building's fire alarm control unit is over 25 years old, the 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 award of the lease), prior to Government acceptance and occupancy of the Space.

**3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)**

A. 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").

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

1. 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
2. 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).

C. 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.

### **3.06 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.

### **3.07 MECHANICAL, ELECTRICAL AND PLUMBING (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.

### **3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)**

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

### **3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)**

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices 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 this 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 percent relative humidity.

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

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

### **3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (JUN 2012)**

A. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space to be leased. The Government may contract with one or more parties to have inside 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.

**SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**

**ACTION REQUIRED: BASED ON NEGOTIATIONS, SELECT THE APPLICABLE BOXES BELOW. NOTE: DOUBLE CLICK ON THE DESIRED BOX. UNDER "DEFAULT VALUE," SELECT "CHECKED," THEN SELECT "OK."**

**4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (APR 2011)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- |   |   |   |  |  |
|---|---|---|--|--|
| <input type="checkbox"/> HEAT                   | <input type="checkbox"/> TRASH REMOVAL            | <input type="checkbox"/> ELEVATOR SERVICE | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input type="checkbox"/> ELECTRICITY            | <input type="checkbox"/> CHILLED DRINKING WATER   | <input type="checkbox"/> WINDOW WASHING   | <input type="checkbox"/> PAINTING FREQUENCY _____                      |  |
| <input type="checkbox"/> POWER (Special Equip.) | <input type="checkbox"/> AIR CONDITIONING         | Frequency _____                           | Space _____  |  |
| <input type="checkbox"/> WATER (Hot & Cold)     | <input type="checkbox"/> TOILET SUPPLIES          | <input type="checkbox"/> CARPET CLEANING  | Public Areas _____   |  |
| <input type="checkbox"/> SNOW REMOVAL           | <input type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency _____                           |  |  |

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

**ACTION REQUIRED: IN THE PARAGRAPH BELOW, TYPE IN TENANT AGENCY HOURS OF OPERATION CONSISTENT WITH THE CURRENT PRICING POLICY DESK GUIDE DEFINITION OF ROUTINE HOURS, OR THE NORMAL OPERATING HOURS FOR THE AIRPORT, WHICHEVER IS LONGER.**

**NOTE THAT THIS MODEL DEFAULTS TO AFTER HOURS CLEANING.**

**4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (JUN 2012)**

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than routine hours, of necessary services and utilities such as elevators, toilets, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or federal holidays. Services, maintenance, and utilities shall be provided from [INSERT HOURS]XX AM to XX PM, [INSERT DAYS, E.G., 7 DAYS PER WEEK] XXX THROUGH XXX AND XXX THROUGH XXX.

**4.03 MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)**

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

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc., to ensure proper operation. These tests shall be witnessed by a designated representative of the contracting officer.

**4.04 RECYCLING (ON AIRPORT) (JUN 2012)**

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. 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 Leased Space.

**ACTION REQUIRED. THE FOLLOWING PARAGRAPH IS MANDATORY FOR ISC SECURITY LEVEL III WITH 100 PERCENT GOVERNMENT OCCUPANCY AND ALL ISC SECURITY LEVEL IV. WILL BE CONSIDERED FOR OTHER GSA-LEASED FACILITIES WHEN REQUESTED IN WRITING BY THE FUNDS CERTIFYING OFFICIAL OF THE CLIENT AGENCY, IN ACCORDANCE WITH THE GUIDANCE IN GSA ORDER PBS 3490.1A, "DOCUMENT SECURITY FOR SENSITIVE BUT UNCLASSIFIED BUILDING INFORMATION."**

**4.05 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012)**

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and

nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the Central Contractor Registration (CCR) database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the State, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88\\_REV1.PDF](HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88\_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

#### 4.06 INDOOR AIR QUALITY (DEC 2007)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO<sub>2</sub> 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address 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

Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) 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:

1. The Space;
2. Common building areas;
3. Ventilation systems and zones serving the leased Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

#### 4.07 HAZARDOUS MATERIALS (ON AIRPORT) (APR 2011)

The leased Space shall be free of hazardous materials in compliance with all applicable Federal, state, and local environmental laws and regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present ("Indicators").

1. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate an actionable-mold problem, the Government may implement a corrective action program and deduct its costs from the rent.

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**SECTION 5    ADDITIONAL TERMS AND CONDITIONS**

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