# U. S. GOVERNMENT LEASE OF REAL PROPERTY:COMMUNICATIONS SPACELease No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **THIS LEASE**, entered into in accordance with National Historic Preservation Act of 1966, 16 U.S.C. 470, is made by and between the United States of America, hereinafter called Lessor, and [Insert Applicant Name], hereinafter called Lessee, whose address is[Insert mailing address]**,** to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.
2. **Property Description and Use**:  Lessor hereby leases to Lessee the following described premises:  Approximately [Insert square footage, area occupied, building name and address here], to be used exclusively for the installation, operation, maintenance, and removal of communications equipment, including any infrastructure, radio frequency transmitting device, tower, antenna, apparatus, or other support structure, and any equipment, switches, wiring, cabling, power sources, shelters, or cabinets, associated with the licensed or permitted unlicensed wireless or wireline transmission of writings, signs, signals, data, images, pictures, and sounds of all kinds (collectively referred to herein as “Communications Facility Installations”), in conjunction with Lessee’s primary business.  Lessee will bear the sole responsibility for furnishing and paying for all labor, materials, equipment, and supplies used in conjunction with the exercise by Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.  Lessee agrees not to use the leased premises in any way that, in the judgment of Lessor, poses a hazard to Lessor, the leased premises, other lessees, or the building in part or whole, nor will Lessee use the leased premises so as to cause damage, annoyance, nuisance, or inconvenience to the building occupants or others.
3. **Term**:  The term of this Lease is [Insert text] ([Insert number]) years, commencing [Insert date], and expiring on[Insert date].Lessee is hereby granted an option to renew for [Insert text] ([Insert number]) additional [Insert text] ([Insert number]) year increments commencing [Insert date].  Each consecutive [Insert text] ([Insert number]) year term will require rental rates to be adjusted upward in keeping with the current market rent for the subject business.  Lessee must notify the Contracting Officer, in writing, of its intent to renew no later than 90 days prior to the expiration of each Lease term.
4. **Rent Payment**:  Lessee must pay Lessor an annual rental of **$0.00** [Insert numeric text]**,** payable at the rate of **$0.00** [Insert numeric text]**,** per month in advance.  Rent for part of a month will be prorated.  All payments must be made payable to the [Insert Agency Name], and must contain the Lease number for identification purposes: [Insert contract identifier].  All payments are to be paid by check or money order and mailed to the [Inset Agency Finance Office Address]**,** for receipt on or before the first day of each month.  This address is for the receipt of rental checks ONLY, with all other correspondence submitted to the Contracting Officer.  Electronic Lease payments may be permitted at the option of Lessor.
5. **Services and Utilities**:  Lessee must contract for in its own name and pay for all services and utilities associated with the tenancy; all metered utilities must be obtained and paid for by Lessee, who will bear responsibility for the full cost and expense of meter installation and removal.
6. **Property Condition**:  Space offered is accepted “as is”.  Any proposed changes or alterations to the space or the Communications Facility Installations will be the sole responsibility of Lessee, and no change or alteration may be made without the prior written approval of the Contracting Officer, which consent will not be unreasonably withheld or delayed.  Cabinets must not be stacked for any reason.  Lessor will, except as otherwise specified herein and except for damages resulting from the act of Lessee, its agents and employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures and appurtenances, whether severable or nonseverable, furnished by Lessor under this Lease.  Lessor agrees to provide key access on a 24-hour basis, 7 days a week, provided Lessor has been informed during contract negotiations, in writing, that after-hours access is required.  Lessor reserves the right to enter the leased premises at all reasonable hours to inspect them, exhibit same or to make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of Lessee’s premises or any part thereof.
7. **Maintenance of Premises**:  Lessee must exercise responsible care in the occupancy and use of the property, and must keep and maintain the same in good order, normal wear and tear excepted.  Lessee’s responsibilities include, but are not limited to, the following:  removal of trash, litter, broken glass, and other hazards/obstructions from the leased premises.  Lessee must ensure the property is maintained free of any noxious or nuisance-causing condition.  Lessee will be responsible for maintenance of its fire alarm and fire protection equipment, and must respond to alarms and related system signals in a timely manner, to the satisfaction of the Government.  Upon the expiration or earlier termination of this Lease, Lessee must vacate the property, remove all of its effects and forthwith leave [Insert Agency Name and location] in peaceful possession, free and clear of any liens, claims or encumbrances, and in as good condition as existed at the time of the commencement of this Lease, normal wear and tear excepted.  If, upon or after Lease expiration or termination, Lessor elects to send written notice to Lessee directing it to remove or forfeit any or all of its remaining items or equipment within 30 days, title to such items or equipment left on the premises after 30 days of Lessee’s receipt of such written notice will vest in the United States of America.
8. **Lessor Consent for Alterations**: Lessee shall make no alteration, improvement nor addition to the lease premises nor shall cause to be placed any card, sign or billboard, without obtaining prior written consent of the Lessor, said consent not to be unreasonably withheld or delayed. Alterations, improvements, or additions must be made in conformance with any preservation design guidelines agreed upon with the Regional and State Historic Preservation Officers and/or the Advisory Council on Historic Preservation. All proposed design work must be submitted to the undersigned Contracting Officer. The Contracting Officer will then submit the proposed design work to the [Agency Name] Historic Preservation Officer for review and submittal to the State Historic Preservation Officer for review and comment in accordance with Section 106 review process of the National Historic Preservation Act of 1966, as amended [36 CFR 800].
9. **Federal Property Regulations and Rules**:  Lessee is subject to all Federal Property Regulations and Rules of Occupancy that apply to Federal tenants.  Lessor will administer such rules and regulations.  Lessee must install and operate all equipment in accordance with any licenses, permits, regulations, and zoning ordinances, as required by the applicable city, county, State, or Federal codes, relating to such use.  Lessor represents that it has no knowledge of any substance, chemical or waste on the site that may be identified as hazardous, toxic or dangerous in any applicable Federal, State or local law or regulation.  Lessee must not introduce, use or store any such substances on site in violation of any applicable law.  Lessee must provide Lessor a current copy of the Federal Communications Commission (FCC)-granted license, if applicable, with the expiration date clearly annotated.
10. **Municipal and State Laws**:  Lessee must comply with all applicable Federal, State and municipal laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required.
11. **State and Local Taxes**:  In the event that a State or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of Lessee.
12. **Termination**:  Lessor may terminate this Lease as follows:**(1) Non-Compliance** - The Lease may be terminated by Lessor, if Lessee fails to comply with any of the terms and conditions specified herein following the issuance of 30 days’ prior written notice, provided that Lessee has not made sufficient attempts to cure; **(2) Insolvency or Bankruptcy** - If it is determined that Lessee is insolvent, bankrupt or placed in receivership, or if Lessee’s assets are assigned to a trustee for the benefit of creditors, Lessee will have 60 days to cure before a termination notice is issued.  If Lessee is unable to cure, Lessor may then terminate the Lease and re-enter and take possession of the property upon issuance of five days’ prior written notice to Lessee.  **(3) Federal Requirement** - In the event the property is required by Lessor for a federal use, or if Lessee’s use of the property is not consistent with federal program purposes, Lessor may terminate the Lease upon 180 days’ prior written notice to Lessee**.  (4) Sale or Transfer of  the Property** - If the property is to be sold or transferred by Lessor during the term of the Lease, Lessor may terminate the Lease by providing 90 days’ advance written notice of actual sale or transfer date.  **(5 )Lessee Termination** - Lessee may terminate the Lease if it is reasonably determined the leased premises are no longer suitable for the intended usage under this Lease by virtue of the site’s unsuitability as a Communications Facility Installation for Lessee’s purpose by providing 60 days’ prior written notice.
13. **Replacement Site**:  In the event the property is required for federal use or Lessor identifies a federal use, or if the property is to be sold or transferred, Lessee will have the first right of any private party to lease space at an alternative location at Lessor’s reasonable discretion.
14. **Subcontractors and Agents for Lessee:** All work must be performed by skilled trades people who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed. Lessee, and Lessee’s agents, employees, invitees, and visitors, must comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.
15. **Liability and Indemnification:** Lessee must indemnify and hold harmless Lessor, its agents and representatives, from any claim for loss or damage to life, limb or property arising directly or indirectly out of any action or the exercise of any right under this Lease by Lessee or its contractors, subcontractors and agents.
16. **Insurance**:  Unless otherwise specified herein, Lessee must, without expense to Lessor and to the satisfaction of Lessor, obtain and carry public liability insurance coverage for third-party bodily injury liability, with limits of liability of $1,000,000 per occurrence, and third-party property damage liability to cover loss of use or damage to building of $1,000,000 per occurrence.  A certification of insurance must be furnished to Lessor within 15 days from the date of execution of this Lease.  This policy for general third-party liability must include an endorsement naming the United States of America, acting by and through [Agency Name], as an additional insured as respects liability assumed under this Lease and arising out of the use and occupancy of the leased premises by Lessee.  The policy must include the following endorsement:  *“It is a condition of this policy that the insurance company must furnish written notice to the U.S. General Services Administration, Contracting Officer, in writing, 30 days in advance of the effective date of any reduction to or cancellation of this policy.”*This Certificate of Insurance must be submitted to [Agency Name], Contracting Officer, [Division Name if appropriate] [Mailing Address].
17. **Exclusivity**:  Exclusive right to the site is not offered; however, Lessor agrees to provide adequate notice regarding the potential interference of Lessee’s signal or equipment by the installation of a similar business on the site, and situations creating the existence of Radio Frequency Interference (RFI) by Lessee’s equipment must be cured by Lessee within 10 calendar days after notice from Lessor.  Should interference be such that Lessee’s signal is rendered inoperable, based on all information made available to Lessor and the parties concerned, the potential secondary lessee will not be granted a lease or access to the site.  A final decision will be made by the Contracting Officer in the best interest of the U. S. Government.
18. **Radio Frequency Interference** - Lessee must ensure that the use of the leased premises does not measurably interfere with existing operations on or immediately around the site, and that situations creating the existence of RFI will be cured within 10 calendar days.  Within 10 calendar days of receiving notice of an RFI problem, Lessee must notify the Lessor, in writing, if there are extenuating circumstances that prevent curing the problem within 10 days.  If such interference cannot be corrected within 10 calendar days based on extenuating circumstances, Lessor may grant an extension of time to cure the problem.  If Lessee cannot operate without creating an incurable RFI situation, this Lease will be automatically terminated by mutual consent without liability and any further obligations on the part of either Lessee or Lessor, other than for Lessee’s obligation to remove its equipment from the premises.
19. **Radio Frequency Compliance and Certification**:  Lessee must, at its sole cost and expense, take all necessary actions to comply with all applicable FCC radio frequency (RF) exposure regulations and requirements, and must take reasonable precautions so that neither workers nor the public are subject to RF exposures above the FCC-specified levels.

Lessee must obtain written certification by a firm with documentable expertise acceptable to Lessor that Lessee’s facility complies with the RF exposure regulations and requirements.  Certification must be completed within 10 business days after Lessee’s equipment installation is sufficiently complete to allow transmission to commence.  Lessee must furnish a written copy of the report and certification to Lessor within two business days after receipt.  Lessee is responsible for updating this certification anytime Lessee changes its technical parameters (*e.g.*, effective radiated power antenna changes) within 10 days after such change.  The updated certification must take into consideration the cumulative effects of all existing Communications Facilities Installations at said site.  Lessee must coordinate the compliance and certification of its installation with the FCC rules and guidelines for human exposure to RF electromagnetic fields with other telecommunications lessees, if any, on the site.  Lessee will not be responsible for the compliance of any other carrier nor for the costs of any other carrier’s certification report, but must work cooperatively with said carrier(s) to ensure compliance at said site.

Compliance and certification under this provision consists of a signed RF engineering report together with the implementation of all report recommendations to ensure Lessee’s site-wide compliance, including, as appropriate, warning signage and other RF exposure mitigation measures.  Lessor reserves the right to require Lessee to make changes in its installation, as needed, to comply with any changes in Federal guidelines or regulations.

1. **Installation of Communication Site**:  Installation of any Communications Facility Installations must be done in accordance with existing Federal, State and municipal codes, including the National Electric Code and other codes that directly relate to the issues of radio equipment or antennas, or both.  In any case where codes differ, the more stringent will prevail.  All work must be done by personnel who are bonded and licensed trades people.  Lessee is required to coordinate installation of all electrical connections that tie into buildings with the resident building engineer and any others who have equipment and connections on the site that would be affected.  Nothing in this section is to be construed as diminishing the right of Lessor to review and approve such work, nor does it absolve Lessee from the obligation to obtain such review and approval.  The requirements of this section are above and beyond the requirement for Lessor review and approval.  Lessee must make no penetrations or alterations to the roof of the leased premises without the prior written consent of Lessor.  Lessor will review all technical drawings for the installation of the communications site, and all aspects of the installation will be subject to Lessor prior written approval.  Lessee agrees to work with Lessor’s contractors, where applicable, and to coordinate all work with Lessor’s contractors, as applicable.  All work must be done in accordance with any existing warranties and to the satisfaction of Lessor’s contractors.  In the event the leased area is damaged as a result of work performed directly or indirectly in connection with Lessee’s improvements thereon during construction, operation, maintenance, or removal of such improvements, due to acts or omissions of Lessee or Lessee’s agent, contractor or employees, Lessee will be solely responsible for all costs and expenses to repair such damage and return the area to the condition it was in prior to the occurrence of such damage.
2. **Uniform Relocation Assistance Act**:  Lessee acknowledges that it acquires no right by virtue of execution of this Lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
3. **Recording of Lease**:  If the property leased is located in a State requiring the recording of leases, Lessee must comply with all such statutory requirements at Lessee’s sole cost and expense.
4. **Destruction by Unavoidable Casualty**:  If the property is destroyed or so damaged by fire or other unavoidable casualty so as to render the premises untenantable wholly or in part, then payment of rent will cease and either party may terminate this Lease by written notice to that effect.  If part of the premises is rendered untenantable, rental payment may be apportioned by Lessor to reflect the part remaining useable under the Lease.
5. **Lessor Access**: The Lessor or its designated representative(s), shall have the right to enter onto the leased property within twenty-four (24) hour notice to conduct inspections. The Lessor or its representative(s) assume full responsibility, as provided by law, for damage to property or injuries to persons arising directly as a result of such inspection or entry. When Lessor determines that said entry has reduced the area under the Lessee’s control, Lessor may authorize a proportionate reduction in rental payment for the time during which Lessee is deprived of use.
6. **Assignment of Lease**:  Except with the prior written consent of Lessor, which consent will not be withheld unreasonably, Lessee must neither transfer nor assign this Lease or any rights hereunder, nor sublet the property or any portion of the property thereof, nor grant any interest, privilege or license whatsoever in connection with this Lease.  Any such action taken without the express written approval, assignment and assumption of Lease by assignee will constitute a violation of this Lease by Lessee and a trespass by any subtenant of Lessee or assignee.

Notwithstanding the foregoing, Lessee will have the right to assign its contractual interest to any entity controlling, controlled or under common control with Lessee, to any entity that acquires substantially all of the assets of Lessee licensed by the FCC to operate a wireless communications business and to any entity that acquires substantially all of Lessee’s assets in the Major Trading Area in which the facility is located, provided that, in all such instances, such assignee assumes in full all of Lessee’s obligations under this Lease.  Lessee must notify Lessor with a minimum written 30 days’ prior notice.  Such notice will not amend or modify the terms and conditions of this Lease.

1. **Disputes**:  Any dispute arising under or relating to this Lease will be resolved exclusively by the Contracting Officer, whose decision will be final.
2. **No Member of Congress to Participate or Benefit:** The provisions of the United States Code set forth at 18 U.S.C. § 431 (Contracts by Member of Congress) and 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with Federal Government), as such provisions may be revised from time to time, are hereby incorporated in this Lease by this reference, as if set forth in full.
3. **Nondiscrimination**:  Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex, or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.
4. **Notices**:  Any notice or advice to or demand upon Lessee must be in writing and will be deemed to have been given or made on the day when it is sent by certified mail to Lessee’s address indicated in section 1, or at such other address as Lessee may hereafter from time to time specify, in writing, for such purpose.  Any notice or advice to or demand upon Lessor must be in writing and will be deemed to have been given or made on the day when it is sent by certified mail to Lessor’s Contracting Officer address indicated on the signature page herein, or at such other address as Lessor’s Contracting Officer may hereafter from time to time specify, in writing, for such purpose.  The Contracting Officer is Lessor’s representative and is the only person who has authority to sign or amend the terms or conditions of this Lease.
5. **Contract Performance**:  The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease will not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but Lessee’s obligation with respect to such future performances will continue in full force and effect.
6. **No Broker Employed or Retained**:  Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies maintained by Lessee for the purpose of securing business.  For breach or violation of this warranty, Lessor has the right to annul this Lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
7. **Counterparts**:  This Lease may be executed in counterparts with the same force and effect as if Lessor and Lessee signed the same physical document.
8. **Entire Agreement**:  This Lease constitutes the entire agreement between Lessor and Lessee on the issues set forth herein and supersedes any and all agreements between the parties regarding the issues prior to the Effective Date (defined below) of this Lease.  This Lease may be modified or amended only by a writing signed by both parties.
9. **Headings**:  The section headings of this Lease are for reference and convenience only and do not modify or amend this Lease.
10. **Effective Date**:  This Lease will be effective upon the execution hereof by the later to execute of Lessor and Lessee.
11. **National Defense Authorization Act Subsection 889 (a)(1)(B)**: The provisions of subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), as such provisions may be revised from time to time, are hereby incorporated in this Lease by this reference, as if set forth in full.  In confirmation thereof, the Prospective Lessee must provide a Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, in the form attached hereto as Exhibit A and incorporated into this Lease by reference.

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presence on the date indicated below.

Executed this \_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20XX **LESSEE:**

IN PRESENCE OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*Witness Signature*) (Print Name and Title)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FEDERAL TAX ID or SSN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(*Witness Print Name and Title*)

Accepted on behalf of the UNITED STATES OF AMERICA this\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_, 20XX\_.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert CO name]

# Contracting Officer

**Agency Name**

**Agency Address**

**Contract No:**

**Exhibit A**

|  |
| --- |
| **Representation Regarding Certain Telecommunications and Video Surveillance Services****or Equipment** |

*NOTE:  The term “Prospective Lessee” refers only to the entity that executes the lease contract, and not U.S. affiliates, subsidiaries or parent companies of the entity.*

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions*. As used in this provision-

*Covered telecommunications equipment or services* means any of the equipment or services listed in subsection (f) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

*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 or Ethernet).

*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 or 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*.

Subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.  This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in connection with any work under a Federal contract.  Nothing in the prohibition shall be construed to—

(1) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or

(2) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Prospective Lessee must review the Excluded Parties List in the System for Award Management (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations*.  The Prospective Lessee represents that—

(1) It [ ] will, [ ] will not utilize covered telecommunications equipment or services in connection with any contract, subcontract or other contractual instrument, regardless of whether that use is in connection with any work under a Federal contract. The Prospective Lessee must provide the additional disclosure information required at subparagraph (e)(1) of this section, if the Prospective Lessee responds “will” in subparagraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Prospective Lessee represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services.  The Prospective Lessee must provide the additional disclosure information required at subparagraph (e)(2) of this section, if the Prospective Lessee responds “does” in subparagraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in subparagraph (d)(1) of this provision.  If the Prospective Lessee has responded “will” in the representation in subparagraph (d)(1) of this provision, the Prospective Lessee must provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance:  A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b)(1) of this provision.

(2) Disclosure for the representation in subparagraph (d)(2) of this provision.  If the Prospective Lessee has responded “does” in the representation in subparagraph (d)(2) of this provision, the Prospective Lessee must provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance:  A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

|  |  |  |
| --- | --- | --- |
| PROSPECTIVE LESSEE OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

**ATTACHMENT # : TECHINICAL DRAWINGS OF LEASED PREMISES AND EQUIPMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Lessor [initials] Date Lessee [initials] Date
United States of America Company Name

**ATTACHMENT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Lessor [initials] Date Lessee [initials] Date
United States of America Company Name