GSA REQUEST FOR LEASE PROPOSALS NO. 57-28033-26-NR

Hernando-Nesbit, MS

Offers due by 08/29/2026

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4PM Est on the date above. See “Receipt Of Lease Proposals” herein for additional information.

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

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

SMALL RLP
GSA TEMPLATE R103 (5/25)

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SECTION 1 - STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SMALL) (OCT 2023)

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

B. Included in the RLP documents are the GSA Form 3626 (U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)) which serves as an offer form and lease contract award document Supplemental Lease Requirements document, and GSA 3517A, General Clauses.

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

D. Offeror may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in the entity name that owns and/or leases the Space to GSA.

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

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

CITY, STATE	HERNANDO-NESBIT, MS
DELINEATED AREA	CITY LIMITS
SPACE TYPE(S)	OFFICE
MINIMUM SQ. FT. (ABOA)	2349
MAXIMUM SQ. FT. (ABOA)	2467
RESERVED PARKING SPACES (TOTAL)	2819
RESERVED PARKING SPACES (SURFACE)	2
INITIAL FULL TERM	15 YEARS
TERMINATION RIGHTS	120
INITIAL FIRM TERM	5 YEARS
OPTION TERM	10 YEARS
ADDITIONAL REQUIREMENTS	WAREYARD FOR 2 GOVERNMENT VEHICLES

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

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120 (Exception).

B. The small business size standard for the applicable NAICS code is found at HTTPS://WWW.SBA.GOV/DOCUMENT/SUPPORT-TABLE-SIZE-STANDARDS STANDARDS.

SECTION 2 - SOLICITATION PROVISIONS

2.01 INCORPORATED SOLICITATION PROVISIONS (SMALL) (OCT 2024)

GSA 3516A, SOLICITATION PROVISIONS (For Simplified Acquisition of Leasehold Interests in Real Property) are attached to this RLP.

2.02 FLOOD PLAINS (OCT 2022)

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

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

SECTION 3 - ELIGIBILITY AND PREFERENCES FOR AWARD

3.01 BASIS OF AWARD (OCT 2023)

A. Lowest Price Technically Acceptable Approach. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and Lease documents and is the lowest priced technically acceptable offer submitted, based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-2017 definition for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

B. Price evaluation will be based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-2017 definition for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

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

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

3.02 SEISMIC SAFETY – MODERATE SEISMICITY (MAY 2025)

In accordance with the Earthquake Hazards Reduction Act of 1977, the following apply:

A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.

B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:

1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),

2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).

3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.

4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.

5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).

C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. Definitions. For the purpose of this paragraph:

1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

2. "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

3. "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.

4. Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.

5. "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from HTTPS://WWW.NIST.GOV/PUBLICATIONS/

6. "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.

7. "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.

8. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.

9. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

10. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

3.03 SEISMIC SAFETY – HIGH SEISMICITY (MAY 2025)

In accordance with the Earthquake Hazards Reduction Act of 1977, the following apply:

A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards must not be considered. If none of the offers is in compliance with the Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.

B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:

1. The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building (Seismic Form D).

2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).

3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.

4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.

5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).

C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. Definitions. For the purpose of this paragraph:

1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

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3. "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.

4. Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.

5. "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from HTTPS://WWW.NIST.GOV/.

6. “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.

7. “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.

8. “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.

9. “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

10. “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

3.04 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (MAY 2025)

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

B. If the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space

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

D. Instructions for obtaining an ENERGY STAR® Label are provided at HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/BUILDING_RECOGNITION (use “Portfolio Manager” to apply). The ENERGY STAR® BUILDING UPGRADE MANUAL and BUILDING UPGRADE VALUE CALCULATOR are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

E. If the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government’s acceptance of the Space

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

3.05 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – RLP (SMALL) (OCT 2023)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance.

B. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior’s Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA’s Qualification Requirements for Preservation Architects. These standards are available at: HTTPS://WWW.GSA.GOV/REAL-ESTATE/HISTORIC-PRESERVATION/.

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

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the “Basis of Award” paragraph. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC.

SECTION 4 - HOW TO OFFER

4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (OCT 2023)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal, by United States mail, or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4pm EST** on the date specified below at the following designated office and address, or email address:

Date: August 29, 2026

Email Address: JASON.CLINDININ@USDA.GOV

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

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

E. Offers may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

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

4.02 PROPOSAL CONTENTS FOR SMALL LEASES (OCT 2024)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
U.S. Government Lease For Real Property (Short Form) (GSA Form 3626), completed and signed by Offeror
Supplemental Lease Requirements, initialed by Offeror
Agency Specific Requirements, Dated 07/13/2026, initialed by Offeror
Security Requirements, initialed by Offeror
GSA 3517A, General Clauses, initialed by Offeror
Fire Protection and Life Safety information and documents (See applicable Fire Protection and Life Safety paragraphs)
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Seismic Form(s)
Historic Property information and documentation, if applicable, per the Historic Preference paragraph
Registration in the System for Award Management (SAM) prior to the Lease Award Date, including completion of all required representations and certifications. This registration service is free of charge.
EISA compliance information (See applicable Energy Independence and Security Act paragraphs)
Evidence of ownership or control of Building or site, including a copy of the Property deed
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror is not the owner of the Property
Proof of signing authority (see GSA 3516A, Solicitation Provisions)
Small Business Subcontracting Plan, if applicable
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
Offeror's Rate for Routine Cleaning and Disinfection Requirements

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

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

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

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

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

4. Computer generated plans set to 1/8" = 1'-0" (preferred). Plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.

5. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide a report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances.

B. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in A.1 through A.5 above.

C. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then Offeror is not required to submit to GSA the FPLS Submittal Information in A.1 through A.5 above.

4.04 EISA SUBMITTALS (SMALL) (SEP 2015)

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

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

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, a written statement addressing which energy efficiency and conservation improvements (can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

4.05 SWING SPACE - RLP (OCT 2022)

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

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

1. Detailed narrative demonstrating how renovations are proposed at the current location in accordance with all of the requirements of this RLP package, including requirements set forth in this paragraph and Lease paragraph 7.06, Swing Space - Lease. Narrative shall clearly identify the number of Government staff member moves and outline how renovations will occur with minimum disruption and interference with ongoing Government operations;

2. Floor plan (computer generated plans set to 1/8" = 1'0" preferred) indicating block(s) of swing space including swing space finishes; and

3. Schedule of swing space and final Space to address interim moves demonstrating adherence to Lease schedule, inclusive of all phases, commissioning, and testing requirements.

C. Swing space must meet the following:

1. _Max 2800 RSF_____
2. _Restrooms_____
3. _2 reserved parking spaces for government vehicles_____

D. Swing space offered at a location other than **Hernando-Nesbit, MS** must have the following area of consideration. An area bounded as follows:

North: __City Limits_____
South: __City Limits_____

East: __City Limits_____
West: __City Limits_____

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

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

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

EXHIBIT A
USDA Agency Specific Requirements
Lease Number: 57-28033-26-NR
(Hernando-Nesbit, MS)

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements. To the extent the contents of these ASRs conflict with the contents of the Lease, the more stringent requirement shall apply.

A. ROOM SCHEDULE

The following spaces in these approximate sizes shall be provided by the Lessor.

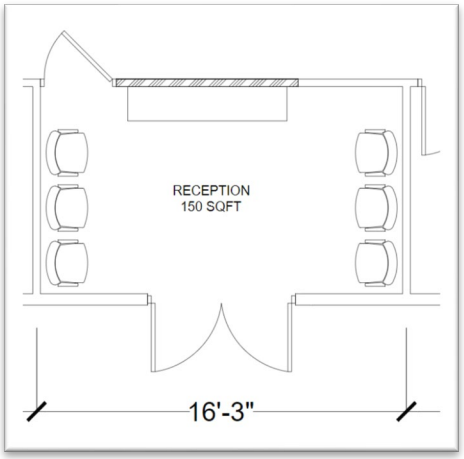
State:	MS
City:	Hernando-Nesbit
Delineated Area:	City Limits
Minimum Sq. Ft. (ABOA):	2030
Maximum Sq. Ft. (ABOA):	2132
Maximum Sq. Ft. (RSF)	2436
Space Type:	Office
Reserved Government Vehicle Parking Spaces:	2
Reserved Visitor/Customer Parking Spaces:	0
Non-Reserved Employee Parking Spacing (located on-site or within 300 feet of premises):	8
Full Term:	15
Firm Term:	5
Termination Rights:	120 Days
Additional Requirements:	300 square foot wareyard Secured Storage on the property

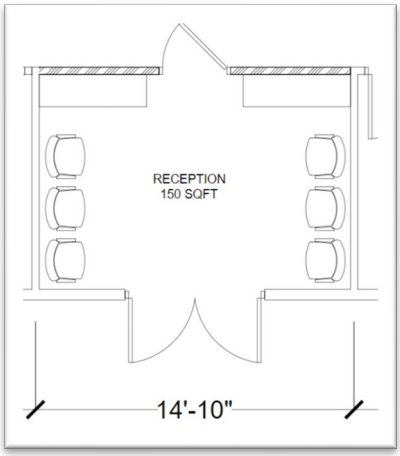
B. ROOM DESCRIPTIONS

Lobby/Reception Area – The lobby area is designed for customers to enter, check in, and wait to be seen by USDA staff.

1. Electrical outlets according to local code.
2. Flooring, wall coverings, and window coverings according to Lease.
3. See Physical Security requirements below for additional information.

Design Examples:

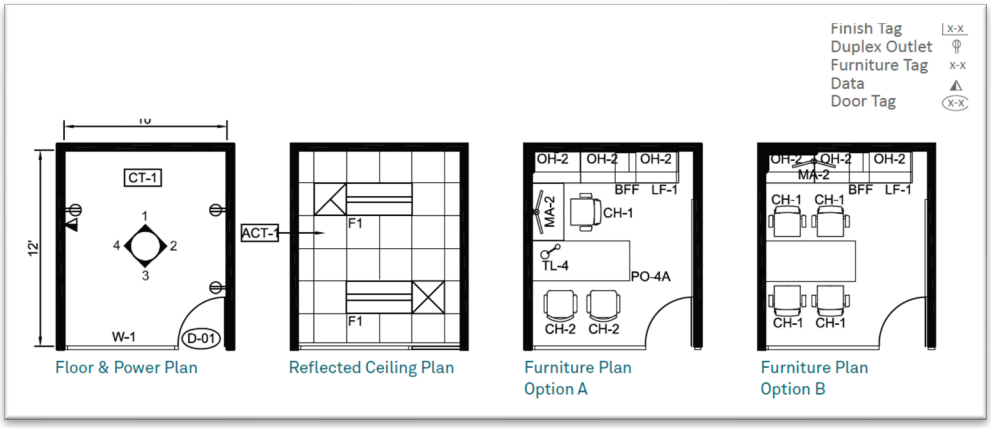




Private Offices- Private offices shall be designed to accommodate (1) one individual seated at a desk, with space for (2) two additional guests. These spaces are to be utilized by individuals who require acoustic and visual privacy for meetings and phone calls or tele/video conferencing. Interior glass window with blinds to provide visibility to the open office and allow daylight to penetrate through.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of three (3) double electrical outlets or local code.
3. Two (2) telecommunication outlet.
4. Flooring, wall coverings, and window coverings according to Lease.

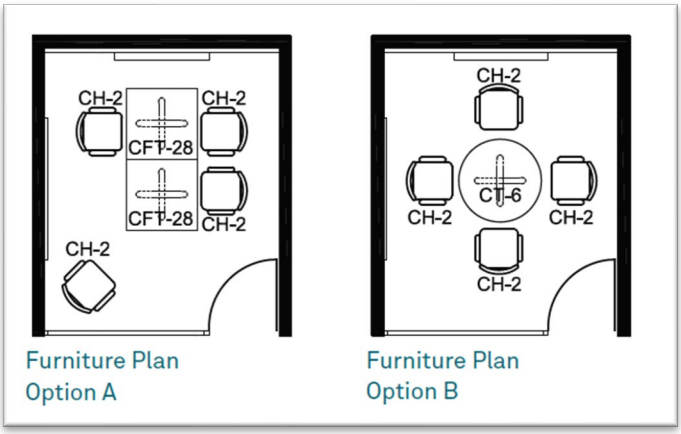
Design Example:



Consult Room – Consult rooms shall be designed to seat up to 4 individuals for hosting small meetings, phone calls, tele/video conferencing, or for individual working. Locate adjacent to workstation clusters and in close proximity to enclosed offices. When possible, provide access to natural daylight. Interior glass window with blinds to provide visibility to the open office and allow daylight to penetrate through. Provide film at seated height for partial privacy.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of five (5) double electrical outlets or local code.
3. Two (2) telecommunication outlet.
4. Flooring, wall coverings, and window coverings according to Lease.

Design Example:



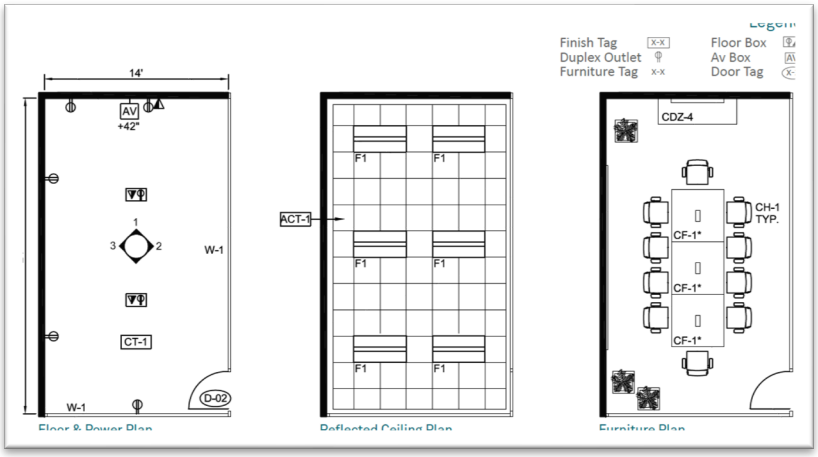
Conference Room - Meeting rooms for 10-12 people for large meetings, tele/video-conferencing, as well as presentations. Locate centrally within the office and adjacent to the reception/service desk in order to provide immediate access for invited guests. Ideally, locate close to the break area for convenience for invited guests. Consider locating doors off of the open office area for acoustic privacy. Provide access to daylight when possible.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of five (5) double electrical outlets or local code.
3. One (1) or Two (2) telecommunication floor boxes.

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

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

Design Example:



Break Room - An enclosed or semi-enclosed space to serve as a destination for refreshment. The space is provisioned to support food preparation and storage, coffee machines and recycle bins. Depending on size of office this may be an area for socialization, so seating area should be provided. Locate adjacent to conference room. Some enclosure is necessary to reduce transmission of noise and smells into the workplace.

1. Sound Transmission Class rating as specified in Lease.

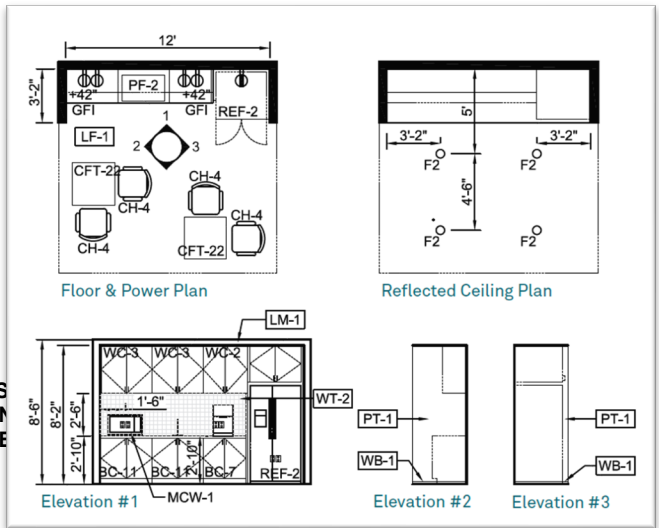
2. Greater of four (4) double electrical outlets or local code, in addition to the outlets required for refrigerator/freezer and microwave. Outlets provided at counter per local code.

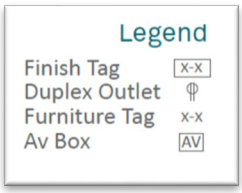
3. Flooring, wall coverings, and window coverings according to Lease.

4. Lessor to provide and maintain, as part of operations and maintenance of the Premises, a breakroom refrigerator with freezer (at least 18 cu ft in size) and countertop microwave oven. The Lessor shall retain ownership of these items, and associated costs shall be included in Operating Expenses on the Form 1217.

5. Minimum of ten (10) feet of counter with base and overhead cabinets and double compartment sink.

Design Example:





LESSOR: _____ GOVERNMENT: _____

Secure Storage – This room is for equipment or other content that needs to be securely stored, but easily accessible within the office. Size and type of storage units will vary depending on content requirements.

1. Room shall not be accessible through the ceiling to prevent “up and over” access. Utilize slab-to-slab walls or installation of steel mesh to prevent intrusion.

2. Solid core door with door hinges installed inside the room. No windows or other openings.

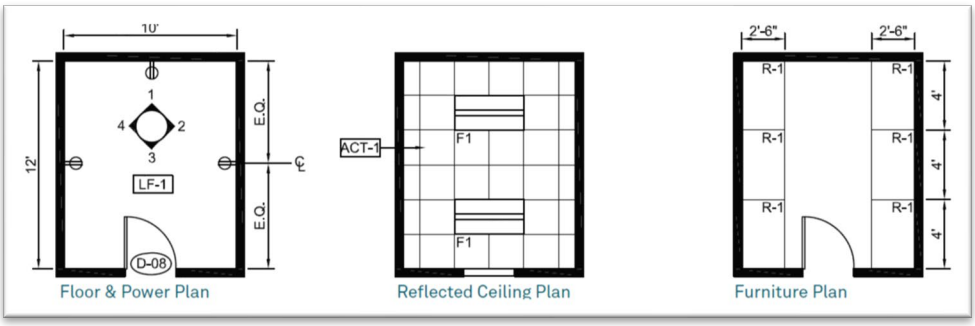
3. Fire extinguisher required.

4. Sound Transmission Class rating as specified in Lease.

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

6. Flooring and wall coverings according to Lease.

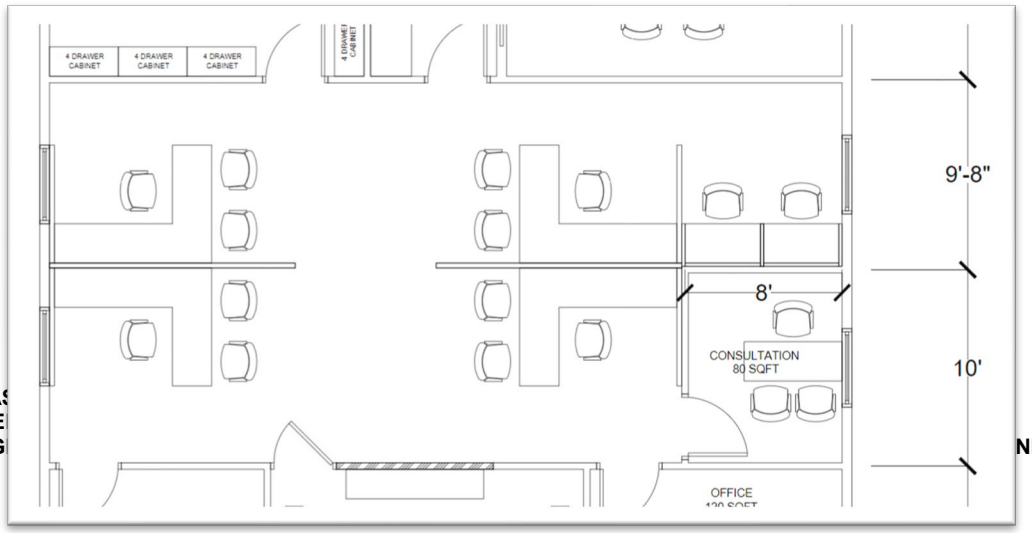
Design Example:



Open Office - A standard space for an individual to accomplish focused solo work and short-term collaborative work who spend most of their time at their desk. Individual workstations are provided in combination with easily accessible meeting spaces for group work and focus booths for concentration or private conversation. Place near floor perimeter to maximize access to natural light.

Generally, this is open space where systems (cubicle) furniture will be installed by USDA. Lessor must ensure electrical and data connections are available to hard wire the installed furniture, and Lessor is responsible for providing an electrician to undertake or assist with the furniture installation. Data and electrical can be provided via ceiling drops or wall connections.

Design Example:



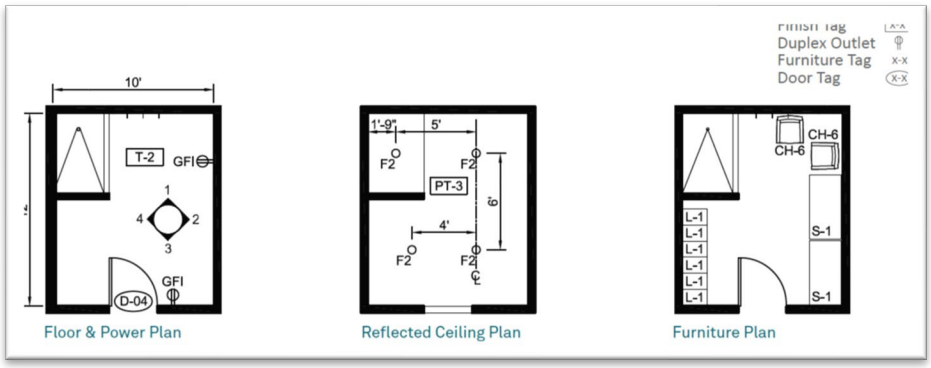
Mud Room - The Mud Room includes an area of approximately 120sf for cleaning and washing field equipment. The room shall be located away from open offices areas. Recommend locating adjacent to a point of entry, to limit path of travel through office. Locate near lavatories or existing plumbing.

1. Sound Transmission Class rating as specified in Lease.

2. Electrical outlets per local code.

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

Design Example:



C. REQUIRED FEATURES NOT INCLUDED IN SHELL COSTS: For all of these items, purchase and installation should be included in the Lessor's Tenant Improvement costs and ongoing maintenance should be an Operating Cost included on GSA Form 1217.

1. Lessor to install and maintain all Telecommunication Requirements (development of ADP Room, CAT wiring, etc.) as outline in Lease Exhibit G.

2. If the US Postal Service will not deliver and pick up mail from each USDA agency inside the Premises, then the Lessor is required to provide and maintain separate mailboxes for each USDA agency in the Premises. The mailboxes must be lockable and acceptable to both USDA and USPS. The incoming mailboxes must be of sufficient size to accept a single package of 9" wide x 11 ½" deep x 12" high, or a separate common oversized mailbox of that minimum size must be provided. A separate outgoing mailbox capable of holding outgoing parcel of a minimum of 9" wide x 11 ½" deep x 12" high must also be provided by Lessor. Location and design must be approved by LCO or designated representative.

3. Lessor to install and maintain a locking depository drop box. Drop box should be secure and provide the ability for receipt of documents from exterior of building without entering interior areas of the building. Location and design must be approved by LCO or designated representative.

4. Lessor to provide and maintain signage as outlined in USDA Facility Signage Guide as furnished by the Government.

    a. The monument sign must be such that the sign is visible from both directions of traffic.

    b. Sign locations and design must be approved by LCO or designated representative.

c. Should the location of the leased Premises not be evident to customers parking in the parking lot, the Lessor shall install and maintain directional or wayfinding signage from the parking area to the Premises.

5. Lessor to Install and maintain fire extinguishers, smoke detectors, and carbon monoxide detectors.

6. Lessor to provide and maintain approximately 200 square feet (10-foot x 20-foot structure) of exterior storage at the Premises. Structure must include a minimum 10-foot by 10-foot overhead door to accommodate UTV/ATVs with trailers.

7. Secured Parking Requirements
   - Secured Parking needed to accommodate **2** GOVs and **6** parking spaces for support equipment.
   - Secured Parking to be enclosed with fencing 6' in height.

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

1. The leased Premises must comply with accessibility requirements set forth in Section 3.15 of Lease at the time of lease commencement. Offeror must agree to correct the following accessibility related deficiencies found in previously completed ABAAS review:

2. Lessor to provide an exterior area large enough for an 8 foot by 10-foot storage shed at the Premises. USDA will provide, maintain, and retain ownership of the shed. Lessor shall note that USDA may store gasoline for ATV use, and the location of the shed must meet all local building codes and required setbacks. Shed location to be coordinated with and approved by LCO or designated representative.

E. PHYSICAL SECURITY REQUIREMENTS

In addition to the specifications set forth in Section 7.01 of the Lease, the Lessor is required to install the necessary improvements to meet the below requirements. Costs associated with the purchase and installation of improvements are considered Tenant Improvements (TI) and should be reflected in the Tenant Improvements Costs Summary (TICS) table. Costs to operate and maintain these improvements are considered operating expenses and should be reflected in the Lessor's Annual Cost Statement (GSA Form 1217).

1. **Hardened Customer Service Counter:** A Hardened Customer Service Counter or Service Window shall be installed to separate the public lobby area from employee workspace. It shall be designed in a way that customers cannot access USDA space (on the other side of the counter) unless permitted entry through a locked door. This counter must be a hardened barrier that requires employees to enter through a locked door to enter from the public side of the counter into USDA employee space. The door must have a lock and remain secured at all times. The counter shall be 42" to 48'' high and may have a glass or barrier partition above the counter to enclose it. In limited circumstances, offices can also elect to keep the main customer entrance door secured at all times and have a buzzer or intercom installed at the secure door to communicate with visitors. In this configuration, a hardened customer service counter is not required since the office is secure.

2. **Entrance Door Chime:** An entrance door chime shall be installed on the main/customer entrance to notify employees when a visitor enters the facility to increase employee situational awareness.

3. **Duress/Panic Buttons:** All USDA Main Entrance/Reception areas shall have a duress/panic alarm installed that is monitored. Additional duress/panic buttons shall be placed in all areas that employees routinely service customers.

4. **Intrusion Detection System (IDS) Coverage and Monitoring:** All offices shall have an Intrusion Detection System (IDS) alarm installed. This system shall consist of door contacts for all perimeter entry and exit doors to USDA space; magnetic contacts for operable ground floor windows, acoustic glass break detectors for glass doors, doors with glass windows, or ground level windows; passive infrared motion sensors (if needed); an alarm keypad (one needed per office suite); and an auto-dialer for alarms to annunciate to a monitoring service for after-hours monitoring.

5. **Main/Customer Entrance Emergency Lockdown:** A locking device is required on the main/customer entrance that will easily allow for locking/unlocking the door in emergencies. To support an emergency lockdown, a thumb turn deadbolt, or some other device shall be installed on the main entrance door so the door can be locked immediately in an emergency.

6. **Space Compartmentalization - False Ceiling:** Any suspended (false) ceilings that lead into USDA-FPAC space from a wall in a common hallway or other tenants' space must be secured in a manner that no individual can enter USDA space undetected or unmonitored by exploiting the gap above the false ceiling wall. The preferred method of securing the space is to install "slab to slab" walls that separate the USDA space from the rest of the facility. However, installing steel fencing mesh affixed to the true ceiling and the existing walls or drywalling the open area are also acceptable.

7. **Perimeter Doors and Door Locks Leading to USDA-FPAC Space:** Perimeter doors to USDA space must be either glass storefront doors, metal high-security doors, or solid-core wood doors. Hollow core doors are not permissible. Door hinges must be located on the inside of the door (non-public side), or exposed door hinge pins must be permanently secured to prevent removal. Approved methods include tack welding or locking screws to hold pin in place. Perimeter door locks must be either electronic access control, high security cipher, or high-security mechanical locks, preferably with a dead-bolt. Cipher locks are highly encouraged to avoid the need to issue keys. All exposed door locking mechanisms, except for deadbolts, must be covered by a door strike plate cover to prevent the mechanism from tampering. All doors without a window, shall have a peephole installed in the door. All door locks shall be rekeyed prior to USDA leasing the space and all keys must be accounted for.

8. **Emergency Exit Doors:** Emergency exits doors shall include an automatic door closer and exit hardware that is compliant with applicable life safety codes and standards. All emergency exits doors shall have signage posted on the interior side of the door stating, "Emergency Exit Only". Emergency Exit doors shall have no visible hardware on the exterior.

9. **Window Air-Conditioning (A/C) Unit Protection:** If window A/C units are installed, they must be secured with a lockable cage or window bars in a way that prevents the window unit from being pushed in or removed.

10. **Protection of Exterior Gas Mains or Propane Tanks Adjacent to Premises:** If there is exposed gas mains/meters or propane tanks near a facility façade or in a parking lot, they must have bollards (typically yellow safety bollards) or some other barrier (i.e., boulder) placed around it to protect it from a vehicle strike.

11. **Security of Exterior Electrical Panels and Switches:** If applicable, exterior electrical panels on the outside of the building or in common/public space shall be secured via a locking device, unless not permitted by local code. The preferred location for electrical panels is inside the USDA space or in a secured area on the interior of the building.

12. **Public Restroom Access:** Lessor must secure public restrooms (restrooms located in the building common area) in a manner that only facility tenants can access them and not the general public. This can be done by securing the restrooms with either a hard key or an access code.

13. **Fire and Carbon Monoxide Detection:** Ensure an appropriate amount of smoke and carbon monoxide detection devices as needed and in accordance with local code.

14. **Perimeter Lighting:** Ensure that the building exterior entrances/exits are illuminated to a minimum of 5 foot-candles; Sidewalks and walkways illuminated to a minimum of 3 foot-candles; and Parking lot surfaces illuminated to 1 foot-candle throughout the parking areas. Lighting must meet this standard at all times in periods of darkness. Only having motion activated lighting is not sufficient.

15. **Interior Office Doors:** Interior doors to offices, conference rooms, restrooms, and break rooms shall not be hollow core wood or any other interior residential use door. Doors shall be solid core wood or equivalent. All doors to private offices shall have door locking mechanism (residential use internal locks are not permitted).

16. **Landscaping:** Landscaping shall be maintained and trimmed as needed to prevent it from creating areas of concealment around the facility and parking areas. Landscaping shall not be overgrown where it impacts lighting illumination, camera views (if applicable), and a clear line of sight.

SOLICITATION PROVISIONS
(For Simplified Acquisition of Leasehold Interests in Real Property)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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

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

(2) Late proposals and revisions.

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

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled “Facsimile Proposals.” Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

(i) The overall evaluated cost or price and technical rating of the successful offeror;
(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
(iii) A summary of the rationale for award.

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

2. 552.270-3 PARTIES TO EXECUTE LEASE (JUN 2011)

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

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

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

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

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

3. 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

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

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

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

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

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

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

4. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (DEC 2024)

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

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The Offeror has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM at time of award, and shall maintain registration in SAM during contract performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which the entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within the entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of the solicitation. See https://www.sam.gov for information on registration.

5. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

6. 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025 – GSA Class Deviation RFO-2025-40)

As prescribed in 40.205(a), insert the following provision:

Security Prohibitions and Exclusions Representations and Certifications (Deviation Date)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

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

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran’s ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

GENERAL CLAUSES

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

CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.270-20	PAYMENT (DEVIATION)
7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
12	*Clauses incorporated by reference include:*	
	FAR 52.204-2	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA

FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
FAR 52.226-7	DRUG-FREE WORKPLACE
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT
FAR 52.233-1	DISPUTES
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
GSAR 552.270-12	ALTERATIONS
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES
GSAR 552.270-28	MUTUALITY OF OBLIGATION
GSAR 552.270-31	PROMPT PAYMENT

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government’s access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor’s compliance with this clause.

3. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

4. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor’s failure to inspect for or correct a hazardous condition.

5. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

6. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease**.**

8. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

9. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal**,** and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

10.FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e*., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

11. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

12.The following clauses are incorporated by reference:

FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over $30,000 total contract value.)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025) (Applicable to leases over $35,000 total contract value.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA

(AUG 2011)
(Applicable when cost or pricing data are required for work or services over $2,000,000.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
(Applicable when the clause at FAR 52.215-10 is applicable.)

FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025) (Applicable to Leases over $750,000 total contract value.)

FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)
(Applicable to leases over $750,000 total contract value.)

FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (JAN 20254)
(Applicable to leases exceeding the micro-purchase threshold)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(Applicable to leases $150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(Applicable to leases over $15,000 total contract value. Full text may be found at http://www.acquisition.gov)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(Applicable to leases $150,000 or more, total contract value.)

FAR 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
(Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)

FAR 52.232–23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Applicable to leases over the micro-purchase threshold.)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.233-1 DISPUTES (MAY 2014)

FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA Class Deviation RFO-2025-40)

GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

GSAR 552.270-12 ALTERATIONS (SEP 1999)

GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

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

RLP ATTACHMENT P

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

RLP EXHIBIT G

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING
PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS

Building Name:

Building Address:

City:

State:

9-Digit Zip Code:

II. GENERAL BUILDING INFORMATION

a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:

Floor						
Sq. Ft. Per Floor						

b. Identify the total number of floors in the building starting at the street floor:

c. Identify the total number of floors in the building below the street floor:

d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:

III. OTHER USES IN BUILDING (Check All That Apply)

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

IV. AUTOMATIC FIRE SPRINKLER SYSTEM

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

V. FIRE ALARM SYSTEM

Please Check YES, NO, N/A to the following questions:	YES	NO	N/A
a. Is a fire alarm system installed in the building?			
b. Is an emergency voice/alarm communication system installed in the building?			
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?			
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?			
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?			
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station?			
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, *National Fire Alarm and Signaling Code?*			

RLP EXHIBIT G

PRELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

VI. EXIT SIGNS & EMERGENCY LIGHTING			
Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?			
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?			
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?			
VII. ELEVATORS			
Please Check YES, NO, or N/A to the following questions:	**YES**	**NO**	**N/A**
Are elevators installed in the building?			
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?			
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?			
VIII. ADDITONAL INFORMATION			

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

	TENANT IMPROVEMENTS COST SUMMARY (TICS)			
	ADDRESS:		**DATE SUBMITTED:**	
			ABOA SF=	
	LESSOR:		**RENTABLE SF=**	

Masterformat CSI	System Elements		TI*	SHELL**
Div 1	General Requirements		$	$
Div 2	Site work & Demolition		$	$
Div 3	Concrete		$	$
Div 4	Foundations / Masonry		$	$
Div 5	Metals		$	$
Div 6	Woods & Plastics		$	$
Div 7	Thermal & Moisture		$	$
Div 8	Doors & Windows		$	$
Div 9	Finishes		$	$
Div 10	Specialties		$	$
Div 11	Equipment		$	$
Div 12	Furnishings		$	$
Div 13	Special Construction		$	$
Div 15	General Construction		$	$
Div 21	Fire Suppression		$	$
Div 22	Plumbing		$	$
Div 23	HVAC		$	$
Div 26.1	Electrical		$	$
Div 26.2	Lighting		$	$
Div 27	Communications, Security & Other Elec. Systems		$	$
Div 28.1	Electrical safety & Security		$	$
Div 28.2	Security		$	$
Div 32	Exterior		$	$
Subtotal	Trade Costs		$	$
	General Contractor Fee	Percent	$	$
Subtotal	Construction Costs		$	$
	Architectural & Engineering Fees (NIC DID costs)	lump sum	$	$
	Other Lessor Costs Established Under the Lease		$	$
Subtotal	Lessor's Costs:		**$**	**$**
	Lessor's Project Management Fee	Percent	$	
Total	**Price to Government:**		**$**	

Notes:

* Include all subcontractors' costs.

** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the SHELL DEFINITIONS tab, and the lease for further information.

INITIALS: LESSOR: _____ & GOV'T: _____

Shell vs.Tenant Improvement Worksheet

Note: This tool shall serve as helpful guidance when checking construction bids.
For further guidance,check the Pricing Desk Guide Fifth Edition, Sections 2.4 and 2.5

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
1	Accessibility Requirements (ABAAS)	X		
2	Base Building – Complete base structure and building enclosure	X		
3	Ceiling - Above standard		X	
4	Ceiling – Acoustical w/ grid and lay in tiles	X		
5	Corridors - Circulation on multi-tenanted floors, fire egress on singe-tenanted floors	X		
6	Data – Conduit drops with pull string, cable trays		X	
7	Demolition	X		
8	Doors - Additional exterior requested by government (unless required for fire/life safety)		X	
9	Doors - Sidelights and frames		X	
10	Doors - Standard exterior, doors to lobbies, common areas, and core areas, including hardware and signage	X		
11	Doors - Suite entry or interior doors within tenant area, including hardware and signage		X	
12	Drawings - As-built floor plans	X		
13	Drawings - Construction Documents		X	
14	Drawings - Design Intent Drawings	X		
15	Drinking Fountains per RLP/Lease Standards	X		
16	Electrical – Furniture whip hook up		X	
17	Electrical - Main distribution for standard occupancy, switchboards, and panel boards (circuit breaker)	X		
18	Electrical – Supplemental power		X	
19	Electrical – Wiring and horizontal conduit including cable trays and hooks within the tenant agency's demised premises and to building core		X	
20	Electrical Outlets - All electrical, telephone, and data within government-demised area		X	
21	Electrical Outlets - Convenience and duplex utility in toilet rooms, corridors, and dispensing areas	X		
22	Elevators - Private, within tenant space		X	
23	Elevators - Freight, when required by agency in RLP/Lease	X		
24	Exits and access - Permanent entryway systems	X		
25	Fire Alarm - Building central system (as required by code)	X		
26	Fire Alarm – Wiring from building core to tenant agency space and then within tenant agency space; pull stations, strobes, and annunciators within the demised premises		X	
27	Flagpole	X		
28	Flooring - Carpet or resilient flooring (demised area only)		X	
29	Flooring - Raised access flooring		X	
30	Flush-out procedure - New air filtration media before occupancy	X		

INITIALS: LESSOR: _____ & GOV'T: _____

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
31	HVAC - Central HVAC systems, main and branch lines	X		
32	HVAC - Changes to open-plan HVAC distribution network to accommodate individual office layout		X	
33	HVAC - Special purpose areas		X	
34	HVAC - Supplemental cooling or heating		X	
35	HVAC - Zone controls and thermostats		X	
36	Indoor air quality during construction - Appropriate barriers if necessary	X		
37	Insulation	X		
38	Janitor Closets (with latchbolt)	X		
39	LEED - Any building shell modifications necessary for space to meet requirements of LEED-CI. Must coordinate building shell requirements with TI.	X		
40	Lighting - Changes to open-plan lighting pattern to accommodate individual office layout		X	
41	Lighting - Specialty or above building standard		X	
42	Lighting – Standard lighting fixtures (interior and parking)	X		
43	Millwork (i.e. cabinets, chair rails, and shelving)		X	
44	Painting - Shell Walls (see partitions)	X		
45	Painting - TI Walls (see partitions)		X	
46	Partitions - Demising (slab-to-slab)	X		
47	Partitions - Perimeter	X		
48	Partitions – Subdividing within demised area		X	
49	Permits - Building permits	X		
50	Permits - Occupancy permits	X		
51	Plumbing – in common areas (such as restrooms and janitor closets) including fixtures, and hot and cold water risers and domestic waste and vent risers	X		
52	Plumbing – fixtures within the demised premises and all lines connecting to the building core -except for common restrooms		X	
53	Powerpoles - Connection to furniture junction boxes		X	
54	Recycling - General	X		
55	Recycling - Required labor and equipment during construction (required if new construction or major improvements of existing building)	X		
56	Restrooms – building common restrooms or those required per RLP/Lease (based on distance to reach)	X		
57	Restrooms- private restrooms		X	
58	Seismic Enhancements	X		
59	Signage - Building Directory	X		
60	Signage - Exit Signage		X	
61	Signage - Tenant signage in common corridors and within demised area (excluding building directory)		X	
62	Sprinkler heads - repositioning to avoid conflict with layout, additional required by local code to meet agency's layout, or ceiling grid adjustments and repositioning of sprinkler heads to center of tiles		X	
63	Sprinklers - Heads and piping, escutcheon or trim plate	X		
64	Sprinklers - valves & controls	X		
65	Staircases - Private, within tenant space		X	

INITIALS: LESSOR: _____ & GOV'T: _____

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
66	Structural Enhancements – To accommodate non conventional loads		**X**	
67	Tele/data - Outlets, telephone and data jacks (ie junction boxes), with rings and pull strings, sealed conduit drops with pull strings, and horizontal conduit, including cable trays and hooks within the tenant agency's demised premises and to building core (or may be provided by tenant agency)		**X**	
68	Telecommunication Closet – Common to building, must meet specifications in RLP/Lease	**X**		
69	Utilities - Necessary for base building and tenant operations	**X**		
70	Utility meters - Provide and install separate meters (if lease is not fully serviced)	**X**		
71	Ventilation - Air filtration with filters	**X**		
72	Vestibules	**X**		
73	Wall Finishes - Elevators accessing government demised areas	**X**		
74	Wall Finishes - Hallways accessing government demised area	**X**		
75	Wall Finishes - Restrooms within building common areas	**X**		
76	Wall Finishes - Within government-demised area		**X**	
77	Window coverings - Blinds and Draperies		**X**	
78	Windows - Weathertight windows required in each exterior bay	**X**		

INITIALS: LESSOR: _____ & GOV'T: _____

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, ALL OF WHICH ARE TO BE PRICED AS PART OF THE BUILDING SHELL.

DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as “limited access areas,” “restricted areas,” or “exclusionary zones.” Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES

The Lessor shall provide a key or a physical access control system (PACS) for the entrance to this building, and to doors identified by the Government as employee entrance doors. The Lessor shall consult and coordinate with the Federal Protective Service (FPS) on the installation, maintenance, and repair of PACS. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

1. PUBLIC RESTROOM ACCESS

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

a. At a minimum, the Lessor shall secure building common areas, such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Keyed locks, PACS, or similar security measures shall strictly control access to Critical Areas. Additional

controls for access to keys, PACS, and key codes shall be strictly maintained. The Lessor shall consult and coordinate with FPS on the installation, maintenance, and repair of PACS.

b. Roofs with HVAC systems and access to interior space from the roof shall be secured, with locks. Roof access shall be strictly controlled through keyed locks, PACS or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

3. VISITOR ACCESS CONTROL

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM

The Government reserves the right to implement a formal key control program.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF REGULATORY SIGNAGE

The Government may post or request the Lessor to post regulatory, statutory, and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals and packages/containers.

IV. SECURITY SYSTEMS

The Lessor, in consultation with FPS, shall secure any installed alarm and PACS, Video Surveillance System (VSS) components, controllers, and cabling in government- controlled Space against unauthorized access. Lessor shall conduct annual testing of any security systems and daily testing of any active screening equipment.

A. VIDEO SURVEILLANCE SYSTEM

If Video Surveillance System (VSS) is in use, the Lessor shall post signage at the entrance of the building.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

B. INTRUSION DETECTION SYSTEM

If Intrusion Detection System (IDS) is in use, the Lessor shall install local annunciation, consisting of an interior alarm within the facility.

C. DURESS ALARM

Lessor shall implement duress procedures for emergency situations.

V. STRUCTURE

A. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25-foot distance cannot be achieved, the Lessor shall protect utilities through a combination of standoff, hardening, and venting methods.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (FSC)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The Facility Security Committee (FSC) is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants are not disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available to the Government in the event of an emergency.

VII. CYBERSECURITY

A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).

B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.

C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (https://ics-cert.us-cert.gov/Recommended-Practices).

2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (https://www.nist.gov/cyberframework) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015) for best practices to manage cyber risks.

3. Encourage vendors of BACS to secure these devices and software through the following:

   a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.

   b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.

   c. Disable unnecessary services to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.

   d. Close unnecessary open ports to secure against unprivileged access.

   e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project).

f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at https://www.beyondtrust.com/blog/what-is-least-privilege/

g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.

h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.

i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).

j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).

l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).

m. Disallow the use of commercially provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.

n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at https://www.cisecurity.org/cis-benchmarks/.

SEISMIC FORM D

OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS

Date: _____

I represent that my building is exempt from the requirements of RP 8 because:

☐ The Building is located in an area of medium seismicity and the Building will have less than 10,000 ABOA SF of space leased to the Federal Government upon commencement of the lease term.

☐ The Building is located in an area of high to very high seismicity, and it is a one-story building with a steel light frame or wood construction with less than 3,000 ABOA SF of space in the building.

_____

OFFEROR	
SIGNATURE	NAME OF SIGNER

Infrastructure Operations Division
U.S. DEPARTMENT OF AGRICULTURE

ADP and Wiring Guidelines

Version 3.0

Date Published: November 3, 2023

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Introduction

Updates to two Department Regulations (DRs), DR 3300-001-G and 3300-001-K, supersede the outdated guidance in DR 3902-001, "Service Center Technology Modernization Project (SCTMP) Wiring/Cabling Specifications for Service Center Agencies' (SCA) Computer Rooms." As a result, 3902-001 has been canceled and should no longer be used. Though it is canceled, it did have some information that was still useful and applicable. Therefore, the Office of the Chief Information Officer's Client Experience Center (OCIO-CEC) has taken that information and documented it in these guidelines to help supplement the references below.

References

DR 3300-001-G, "Sharing of Telecommunications Resources"

DR 3300-001-K, "Installation of Telecommunications Cables in Federal Buildings"

Departmental Manual (DM) 3510-001, "Physical Security Standards for Information Technology (IT) Restricted Space"

"CEC Space and ADP Room Guidelines" Available from the OCIO-CEC-Business Services Division (BSD)

Technical Support Division (TSD) Site Moves Standard Operating Procedure (SOP)

Scope

It is expected that with End User Consolidation (EUC) and the award of the new Enterprise Infrastructure Solutions (EIS) contract, there will be more formal guidance forthcoming on facility and information technology services consolidation. However, until then, these guidelines should be used to assist with the wiring/cabling needs for offices.

Responsibilities

The OCIO-CEC has the authority and responsibility for oversight of the office Automated Data Processing (ADP) rooms and cabling. They are responsible for providing approval of all cabling plans. The Mission Area leasing agent is responsible for including all applicable requirements and standards in solicitations. Questions on these guidelines can be directed to the OCIO-CEC.

Dedicated Electrical Circuits and Outlets for ADP Equipment

ADP Room and Demarcation Point Circuits: Provide and install dedicated electrical circuits with isolated grounds in the computer room. Dedicated circuits must be 110 volt, 20-amp standard three-prong circuits with true earth ground terminated into orange or other uniquely marked

(computer use only) duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the computer room and any distribution closets. One dedicated outlet for the explicit use of USDA/OCIO/CEC should also be provided at the demarcation point. The main electrical panel for the computer/voice equipment will be properly grounded.

General Office Space Circuits: Provide enough dedicated electrical circuits and multiple outlets at designated locations throughout the service center to accommodate workstations, copiers, etc.

Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit: All CEC network equipment in the computer room is required to be connected to a UPS.

a) CEC or the CEC contracted installer is responsible for the installation of and engineering the load on the UPS.

b) The agency will be responsible for funding UPS.

Number and Type of Circuits: There will be a minimum of one 120 volt, 30-amp minimum with true ground, terminated into a twisting-lock NEMA L5-30R receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.

Location of the UPS Receptacle: The receptacle will be located within a maximum of 4.5 feet from the back of the computer room wiring cabinet.

Plywood Wall Mounting

One sheet of ¾ inch 4 x 4-foot plywood or equivalent open space on an existing backboard shall be vertically mounted on the wall at the internal demarcation point within three feet of an electrical outlet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire-retardant paint the same color as the interior walls of the building.

Demarcation Point (D-Mark)

When possible, all telecommunication company demarcation points should be internal to the building. The lessor is responsible for ensuring there is a route available for any extended demark need from the building demark to the USDA ADP room. Any demarcation extension should be coordinated with TSD and the sponsoring agency to ensure the work is responsibly sourced and funded.

A 4-inch conduit with pull cable for the explicit use of USDA should be installed from the demarcation point to the USDA ADP (Computer) Room.

For any analog Plain Old Telephone Service (POTS) lines delivered to the office, extend them from the demark to the extended demark at the computer room and utilize 6P4C surface mount jacks to accommodate RJ11 cables, such as the one shown to the right.

Distribution Closets and Cable Pathways

For the standard service center, data cabling may traverse non-USDA space (for example, in the space above a drop ceiling) without any special protection (conduit, etc.). Any exceptions to this will be identified site-specifically by the OCIO-CEC.

Data cabling may terminate in USDA or USDA partner space. If any space changes definition (for example, a USDA office is discontinued without the entire location being closed and the abandoned space is leased to a non-USDA tenant), the USDA cable terminations must be removed from the now, non-USDA space.

When multiple buildings are to be connected as part of one cable plant, the connection is to be run via fiber optic cable.

When cable consists of multiple runs, the facility owner shall provide cable trays or J-hooks to ensure that the cable does not come in contact with the suspended ceiling.

Data Cabling/Telecommunications

All new installations will use Category 6 (CAT6) ethernet cabling or higher and will meet local building codes. Exceptions: Minor renovations to buildings that currently contain CAT5 cable and terminations may continue to do so. However, all substantial additions to or replacements of existing wiring should be replaced with Cat 6 where possible.

CAT5 cabling is unsuitable for ethernet speeds above 100 Mb/sec and for office Wireless Access Points (WAPs). Therefore, all cabling specifically for WAPs must use CAT6. In addition, when a move or renovation leads to an upgrade of an office to CAT6, the patch cables in the ADP room must be replaced with CAT6-compliant cables as well.

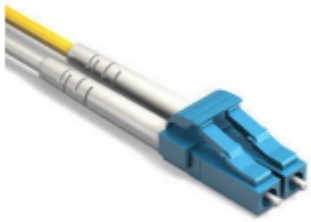
Category 5, 5e, 6, 6a & 7 Cable Comparison					
	CAT5	CAT5e	CAT6	CAT6a	CAT7 (Proposed)
Frequency	100 MHz	100 MHz	250 MHz	500 MHz	600 MHz
Attenuation (min. at 100MHz)	22 dB	22 dB	19.8 dB	--	20.8 dB
Characteristic Impedance	100 ohms = 15%	100 ohms = 15%	100 ohms = 15%	--	100 ohms = 15%
NEXT (min. at 100MHz)	32.3 dB	35.3 dB	44.3 dB	27.9 dB	62.1 dB
PS-NEXT (min. at 100 MHz)	N/A	32.3 dB	42.3 dB	--	59.1 dB
EL-FEXT (min. at 100 MHz)	N/A	23.8 dB	27.8 dB	9.3 dB	Not yet specified
PS-ELFEXT (min. at 100 MHz)	N/A	20.8 dB	24.8 dB	--	Not yet specified
PS-ANEXT (min. at 500 MHz)	--	--	--	49.5 dB	--
PS-AELFEXT (min. at 500 MHz)	16.0 dB	20.1 dB	20.1 dB	23.0 dB	14.1 dB
Return Loss (min. at 100 MHz)	16.0 dB	20.1 dB	20.1 dB	8.0 dB	14.1 dB
Delay Skew (max. per 100m)	N/A	45 ns	45 ns	--	20 ns
Networks Supported	100BASE-T	1000BASE-T	1000BASE-TX	10GBASE	Not yet specified

Copper Cable Installation: All data cable and voice cables shall be terminated with Cat 6 compliant terminations (patch panels, wall outlets, etc.). Upon completion, it shall be evaluated and certified by the installer to ensure it is operational and within compliance with the reference documents. Finally, if occupying space with existing cabling, it should still be evaluated and certified to comply with the reference documents as well.

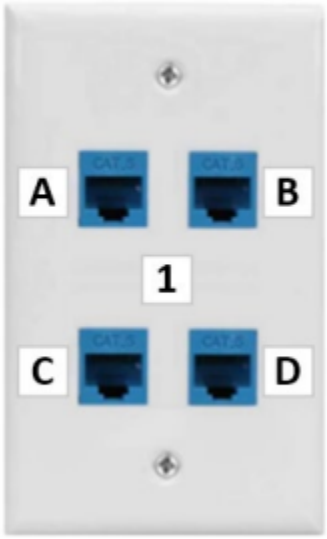
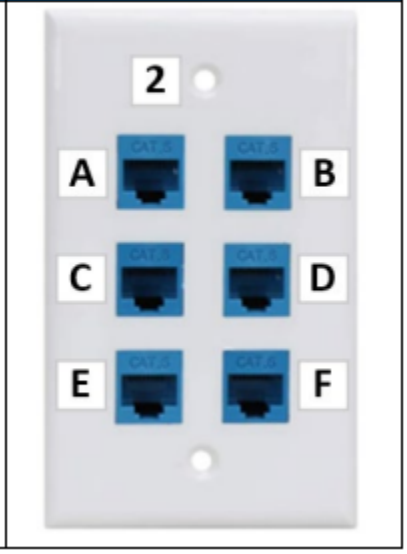
Data Fiber Cable Installation: All strands of each fiber cable shall be terminated at each end of the cable, with either Lucent Connector (LC) or Standard Connector (SC) connectors, as

appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.

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

Standard Connector (SC)	Lucent Connector (LC)
	

Wall Input/Output (I/O) Face Plates for Work Areas: Work areas will have a dual, quad, or hex outlet plate with corresponding RJ-45 connectors (see diagrams to right) or integrated into modular furniture. Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. The other end will be punched down on an RJ-45/110-type patch panel in the ADP room wiring cabinet. Each dual, quad, or hex plate must be labeled with the workstation number (1, 2, etc.) and the A, B, C, etc., format. Each connection must be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.

Correctly Labeled Quad Plate	Correctly Labeled Hex Plate
	

Local Area Network (LAN) / Wide Area Network (WAN) / Voice Cabinet

The Lessor or Government contracted installers will provide and install the LAN/WAN/Voice cabinet, wiring, cabling, and patch panels in the cabinet as specified by OCIO-CEC. Patch panels will be RJ-45/110 type and appropriately sized, based upon the number of outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the OCIO-CEC.

NOTE: Though not recommended, the patch panels may be installed on the plywood board and the cabling terminated into them only if required by the lessor.

Where patch panel size and equipment requirements have grown beyond the capacity of a single cabinet, racks or additional cabinets may be used. However, any additional racks or cabinets need to follow similar specifications as that original equipment.

Distribution points that have smaller equipment requirements (for example, a single 24-port

switch) can utilize half-height or wall mounted racks, rather than full, floor standing cabinets. However, this equipment still should be secured and protected in some sort of cabinet.

CEC Space Guidelines

It is USDA policy to manage occupied space efficiently and effectively to achieve the most customer-friendly facilities, while ensuring effective and efficient coordination of resource sharing. To accomplish this, the Guide ensures that space is provided to allow CEC employees to efficiently perform their duties, complies with DRs, and keeps space costs to a minimum.

Offices – The same square footage as comparable grade level offices of the customer in the building, not to exceed 150 square feet. Supervisory personnel will be given priority for private offices over non-supervisory personnel.

OCIO-CEC Space – When CEC staff is present a cubicle or office, storage and work/setup space is needed. It is preferred that the CEC staff cubicles, storage, and set-up space are all located in a suite with a lockable door. If this is not possible it is preferred that all CEC rooms are adjoining. If they are adjoining rooms, the storage and set-up space must have a lockable door. The IT specialist can sit in a cubicle outside of this area. Square footage for the storage and work/setup space should be allotted as follows:

0-3 CEC Staff – 50 square feet for storage and 50 square feet for work/set up space 4-6 CEC Staff – 100 square feet for storage and 100 square feet for work/set up space 7-9 CEC Staff – 150 square feet for storage and 150 square feet for work/set up space.

Space for Managers – CEC Division Directors, Branch Chiefs, and Group Managers. At locations where private offices are allocated to managers, CEC Division Directors, Branch Chiefs, and Group Managers will also be assigned a private office with a lockable door. This office may be within or adjacent to the general CEC room.

ADP Room Guidelines

If all requirements in DM 3510-001, Chapter 2, Part I, Physical Security Standards for Information Technology (IT) Restricted Space and the additional CEC Requests listed below cannot be met, a waiver must be submitted to CEC, Business Services Division, Asset Management Branch, Space Representative through the Group Manager.

In addition, CEC requests the following:

ADP Room Size – 75SF minimum and must be large enough to accommodate all equipment (CEC IT staff should be contacted for information on equipment needed) to support the office. This room is for CEC and customer information technology equipment. The room must be large enough to allow three feet for accessibility around all sides of the equipment. If a determination is made by the Group Manager that the cabling loop will allow the three feet accessibility this is acceptable.

Temperature and Humidity – ADP rooms must always be cooled. The ambient room temperature must be maintained between 65 to 78 degrees Fahrenheit (18 to 26 degrees

Celsius). The ambient relative humidity levels must be maintained between 35 and 55 percent. The temperature and humidity controls must be managed within the room. Temperature readings will be visible within the ADP room. Air conditioning and humidity levels must be maintained at established levels 24 hours a day, 7 days a week.

Emergency Contacts – A list of individuals who can be contacted during an emergency must be posted in the ADP room.

Electrical Power – Whenever possible, new, and refurbished ADP rooms will have the ability to shut off power to a malfunctioning information system component.

Plumbing – Because of the danger of water damage, the ADP room must not be in areas where water-bearing pipes would be overhead.

Flooring – The flooring will be anti-static solid surface. Carpet is not allowed.

Shared Space – ADP rooms must not be designed as multi-use rooms, i.e., storage, etc.

Fire Extinguisher – Each ADP room shall be equipped with a cleaning agent of 5 to 6 pounds fire extinguisher. An annual inspection must be performed on the fire extinguisher.

Wiring/Cabling Requirements – Refer to the Wiring and Cabling Guidelines for Offices Version 2.3. Please contact your Group Manager to obtain a copy.

Computer Room Physical and Security Requirements

Location -

- The IT Space will be located in the interior of the building away from exterior windows, if practical;
- The computer room will be protected by a fire suppressant system in accordance with local fire code, preferably dry pipe;
- Entrances to the IT restricted space will be kept to the minimum required by local fire code;
- Mailrooms will not be located within 50 feet of IT Restricted Space and cannot be placed over or under this space;
- Storage areas and loading docks will not be located within 50 feet of IT Restricted Space and cannot be placed over or under this space;
- Exterior IT Restricted Space doors will have either interior hinges or exterior hinges with non-removable pins.

Security -

- Entrance to the computer room will be via electronic access control with the capability of providing an audit trail, where possible;
- Exterior computer room doors having key access hardware will be removed from the Master Key system of the facility.

Abbreviations / Definitions

Abbreviation	Definition
ADP	Automated Data Processing
BSD	Business Services Division
CAT	Category (e.g., CAT6 cable designations)
CEC	Client Experience Center
DM	Departmental Manual
DR	Departmental Regulation
EIS	Enterprise Infrastructure Solutions
EUC	End User Consolidation
GM	Group Manager
IOD	Infrastructure Operations Division
LAN	Local Area Network
OCIO	Office of the Chief Information Officer
SC	Standard Connector
SOP	Standard Operating Procedures
ST	Straight Tip
TASB	Telecommunications Administration Services Branch
TSD	Technical Support Division
UPS	Uninterruptible Power Supply
WAN	Wide Area Network
WAP	Wireless Access Point

Revision History

Version	Date	By	Notes
3.0	November 3, 2023	Anna Risse	Initial draft: combined the CEC Space and ADP Room Checklist Guidelines document and the Wiring Cabling Guidelines Offices document into one – refer to those documents if needed; edited, formatted**,** and transferred the new ADP and Wiring Guidelines to IOD new template with TOC.

United States Department of Agriculture

April 2014

EXHIBIT F

Facility Signage Guide

Lessor _____ & Government_____

USDA Facility Signage

Facility signs play a major role in projecting a clear, strong impression of USDA. This facility signage guide serves as a manual for the development and implementation of a comprehensive signage and wayfinding system for both exterior and interior signage. The purpose of this guide is to establish the image of USDA, creating a sense of space that welcomes visitors and staff; defining USDA as a destination, and informing, orientating, and directing visitors to and through all USDA facilities.

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines, contact www.ADA.gov

USDA facilities within the Washington, DC, metropolitan area must comply with special DC/Metro signage requirements. Contact the Office of Operations (OAO) for the latest version.

The objective of this guide is not to replace current signs but, rather, to ensure that when the signs need to be replaced with new signs, they comply with these new guidelines.

Lessor _____ & Government_____

Facility Signage

Signature Lockups

Signature lockups must be used on all Department facility signage. Signature lockups combine the USDA Symbol and the Department name. Do not use the USDA Symbol without the Department name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of fonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

Acceptable Signature Lockup Variations

United States Department of Agriculture

United States
Department of
Agriculture

United States Department of Agriculture

United States Department of Agriculture

Color

The signature lockup shall be reproduced in either one or three colors. The official colors for the USDA symbol are dark blue (PMS 288) and dark green (PMS 343), and the Department name is black. When reproduced in one color, the signature lockup shall be black or the most dominant color available. When the signature lockup is placed on a color background, it can be reproduced in one color, either black or white.

Dark Blue
PMS 288

Dark Green
PMS 343

Three Color

Solid Black

United States
Department of
Agriculture

One Color - Black

United States
Department of
Agriculture

Color
Background

One Color - Black or White

Lessor _____ & Government_____

Signature Lockups

Clearance Space, Proportions, and Placement

Signature lockups must be used on all Department facility signage. Signature lockups are comprised of the USDA Symbol and the Department name. To ensure maximum visibility, the signature lockup should be placed at the top of any signage above the Agency's name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of typefonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

Clearance space shall be used on all signage to provide a clean, consistent background area and position for the signature lockup. All acceptable versions of the signature lockups can be used. No images, gradations, or other graphics can appear within the clearance space. All other types of visual elements, images, and typography can fall below the clearance space. Helvetica and Arial are the preferred typefonts.

Free-Standing Signage | Monumental Signage | Building-Mounted Signage

Lessor _____ & Government_____

Free-Standing Signage - REQUIRED

Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

Building-Mounted Signage - REQUIRED

Use street address or site number as required by the office complex or landlord. Signature lockup must be positioned above all other names.

Site address as required

Lessor _____ & Government_____

Directional Signage - REQUIRED (if needed)

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

Lessor _____ & Government_____

Office Room Signage - REQUIRED

USDA Facility

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines contact www.ADA.gov. Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

Office Room Signage - REQUIRED

Non-USDA Facility

Signature lockup is not required.

9201

Agency Name

Division Name

Tenant Name

Tenant Name

Tenant Name

Lessor _____ & Government_____

Building Directory - REQUIRED (if needed)

USDA Facility

Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

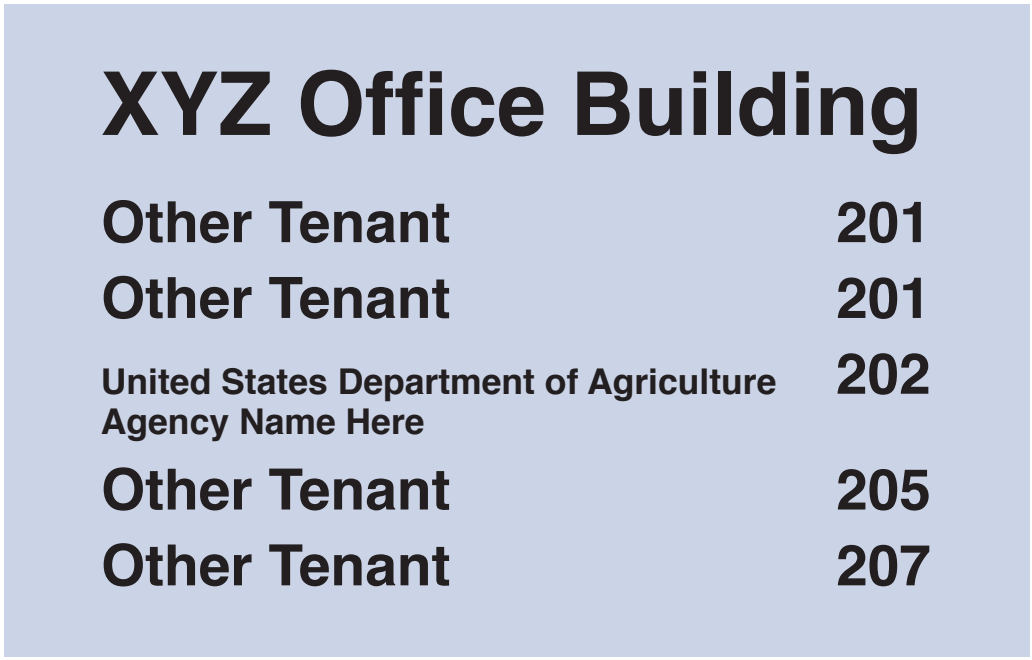
Building Directory - REQUIRED (if needed)

Non-USDA Facility

The Department name must be fully spelled out and positioned above the Agency name.

Department name only

Department name with Agency name on second line



Lessor _____ & Government_____

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (*Short Form*)

1a. LEASE NUMBER	1b. BUILDING NUMBER
57-28033-26-NR	

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. _____ Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING *(Include nine-digit ZIP Code)*	2. LOCATION(S) IN BUILDING		
	2a. FLOOR(S)	2b. ROOM NUMBER(S)	2e NUMBER OF PARKING SPACES OFFERED (INCLUDED IN RATE)
	2c.SQ. FT. RENTABLE ABOA Common Area Factor	2d. TYPE ☐ GENERAL OFFICE ☐ WAREHOUSE ☐ OTHER *(Specify)*	RESERVED TOTAL RESERVED GATED NON-RESERVED TOTAL

B. TERM

3a. To have and to hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of _____ Years, _____ 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 be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than _____ days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

3c. This Lease may be renewed at the option of the Government for a term of _____ YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least _____ 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 full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT	5b. RATE PER MONTH

RENTAL RATE BREAKDOWN	FIRM TERM ($/RSF/YEAR)	NON-FIRM TERM ($/RSF/YEAR)	**RENEWAL TERM ($/RSF/YEAR)**
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. $_____	6b. _____	**6c. $_____**
7. OPERATING RENT	7a. $_____	7b. **Same as 7a**	**7b. Same as 7a**
8. TURNKEY TENANT IMPROVEMENT RENT ***(See blocks 12 below for additional breakdown of cost and amortization rate)***	8a. $_____	8b. **$0.00**	**8c. $0.00**
9. INTENTIONALLY DELETED	9a. **N/A**	9b. **N/A**	**9c. N/A**
10. TOTAL RENT	10a. $_____	10b. $_____	**10c. $_____**

11. TENANT IMPROVEMENT COSTS	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS
$_____	_____%
13. INTENTIONALLY DELETED	14. ADJUSTMENT FOR VACANT PREMISES RATE ($/ABOA SF/YEAR) $_____

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name	15b. Unique Entity Identifier (UEI)		
15c. Address	15d. City	15e. State	15f. ZIP + 4

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☐ I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY

☐ OWNER ☐ AUTHORIZED AGENT ☐ OTHER *(Specify)*

18. OFFEROR ☐ Check if same as Recorded Owner

18a. NAME	18b. ADDRESS	18c. CITY	18d. STATE	18e. ZIP + 4

18f. Title	18g. E-mail address	18h. Telephone Number

18i. OFFEROR'S SIGNATURE	18j. DATE SIGNED

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the Lease, which consists of the following attached documents: (a) GSA Form 3626 (b) Small Supplemental Lease Requirements (c) GSA Form 3517A (d) USDA Agency Specific Requirements, (e) USDA ADP Room and Wiring Guidelines (f) USDA Signage Requirements (g) GSA Security Requirements Level I (h) Floor Plan (i) Parking Plan, (j) Seismic Form (if applicable),

2. Additional Terms and Conditions:

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER *(Type or Print)*	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE

LESSOR'S ANNUAL COST STATEMENT

Important - Read attached "Instructions"

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

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

1. Request for Lease Proposals (RLP)		2. Statement Date
3. Rental Area (Square Feet)	3A. Entire Building	3B. Leased by Government

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

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		***FOR GOVERNMENT USE ONLY***
	(a) Entire Building	(b) Government-Leased Area	
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. Salaries			
6. Supplies *(Wax, cleaners, cloths, etc.)*			
7. Contract Services *(Window washing, waste and snow removal)*			
B. HEATING			
8. Salaries			
9. Fuel *("X" one)* ☐ Oil ☐ Gas ☐ Coal ☐ Electric			
10. System Maintenance and Repair			
C. ELECTRICAL			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair *(Ballasts, Fixtures, etc.)*			
D. PLUMBING			
15. Water *(For all purposes) (Include Sewage Charges)*			
16. Supplies *(Soap, towels, tissues not in 6 above)*			
17. System Maintenance and Repair			
E. AIR CONDITIONING			
18. Utilities *(Include electricity, if not in C11)*			
19. System Maintenance and Repair			
F. ELEVATORS			
20. Salaries *(Operators, starters, etc.)*			
21. System Maintenance and Repair			

G. MISCELLANEOUS ***(To the extent not included on Page 1)***			
22. Building Engineer and/or Manager			
23. Security *(Watchperson, guards, not janitors)*			
24. Social Security Tax and Workperson's Compensation Insurance			
25. Lawn and Landscaping Maintenance			
26. Other *(Explain on separate sheet)*			
27. TOTAL			

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

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

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

INSTRUCTIONS

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Request for Lease Proposals (RLP) number, if available.

2. Enter the date that your statement was prepared and signed.

3. A. Enter in this block a computation of the rentable area *(multiple tenancy basis)* for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls *(actual or proposed)* or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor services areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include the vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3. B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.

4. Identify the property by name and address.

SECTION I

ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Request for Lease Proposals (RLP) and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II

ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.

29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.

30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.

31. Enter any lease commission which you may be responsible for due to the Government leasing action.

32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.

34. - 35. Complete Lessor certification.

	TENANT IMPROVEMENTS COST SUMMARY (TICS)			
	ADDRESS:		**DATE SUBMITTED:**	
			ABOA SF=	
	LESSOR:		**RENTABLE SF=**	

Masterformat CSI	System Elements		TI*	SHELL**
Div 1	General Requirements		$	$
Div 2	Site work & Demolition		$	$
Div 3	Concrete		$	$
Div 4	Foundations / Masonry		$	$
Div 5	Metals		$	$
Div 6	Woods & Plastics		$	$
Div 7	Thermal & Moisture		$	$
Div 8	Doors & Windows		$	$
Div 9	Finishes		$	$
Div 10	Specialties		$	$
Div 11	Equipment		$	$
Div 12	Furnishings		$	$
Div 13	Special Construction		$	$
Div 15	General Construction		$	$
Div 21	Fire Suppression		$	$
Div 22	Plumbing		$	$
Div 23	HVAC		$	$
Div 26.1	Electrical		$	$
Div 26.2	Lighting		$	$
Div 27	Communications, Security & Other Elec. Systems		$	$
Div 28.1	Electrical safety & Security		$	$
Div 28.2	Security		$	$
Div 32	Exterior		$	$
Subtotal	Trade Costs		$	$
	General Contractor Fee	Percent	$	$
Subtotal	Construction Costs		$	$
	Architectural & Engineering Fees (NIC DID costs)	lump sum	$	$
	Other Lessor Costs Established Under the Lease		$	$
Subtotal	Lessor's Costs:		**$**	**$**
	Lessor's Project Management Fee	Percent	$	
Total	**Price to Government:**		**$**	

Notes:

* Include all subcontractors' costs.

** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the SHELL DEFINITIONS tab, and the lease for further information.

INITIALS: LESSOR: _____ & GOV'T: _____

Shell vs.Tenant Improvement Worksheet

Note: This tool shall serve as helpful guidance when checking construction bids.
For further guidance,check the Pricing Desk Guide Fifth Edition, Sections 2.4 and 2.5

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
1	Accessibility Requirements (ABAAS)	X		
2	Base Building – Complete base structure and building enclosure	X		
3	Ceiling - Above standard		X	
4	Ceiling – Acoustical w/ grid and lay in tiles	X		
5	Corridors - Circulation on multi-tenanted floors, fire egress on singe-tenanted floors	X		
6	Data – Conduit drops with pull string, cable trays		X	
7	Demolition	X		
8	Doors - Additional exterior requested by government (unless required for fire/life safety)		X	
9	Doors - Sidelights and frames		X	
10	Doors - Standard exterior, doors to lobbies, common areas, and core areas, including hardware and signage	X		
11	Doors - Suite entry or interior doors within tenant area, including hardware and signage		X	
12	Drawings - As-built floor plans	X		
13	Drawings - Construction Documents		X	
14	Drawings - Design Intent Drawings	X		
15	Drinking Fountains per RLP/Lease Standards	X		
16	Electrical – Furniture whip hook up		X	
17	Electrical - Main distribution for standard occupancy, switchboards, and panel boards (circuit breaker)	X		
18	Electrical – Supplemental power		X	
19	Electrical – Wiring and horizontal conduit including cable trays and hooks within the tenant agency's demised premises and to building core		X	
20	Electrical Outlets - All electrical, telephone, and data within government-demised area		X	
21	Electrical Outlets - Convenience and duplex utility in toilet rooms, corridors, and dispensing areas	X		
22	Elevators - Private, within tenant space		X	
23	Elevators - Freight, when required by agency in RLP/Lease	X		
24	Exits and access - Permanent entryway systems	X		
25	Fire Alarm - Building central system (as required by code)	X		
26	Fire Alarm – Wiring from building core to tenant agency space and then within tenant agency space; pull stations, strobes, and annunciators within the demised premises		X	
27	Flagpole	X		
28	Flooring - Carpet or resilient flooring (demised area only)		X	
29	Flooring - Raised access flooring		X	
30	Flush-out procedure - New air filtration media before occupancy	X		

INITIALS: LESSOR: _____ & GOV'T: _____

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
31	HVAC - Central HVAC systems, main and branch lines	X		
32	HVAC - Changes to open-plan HVAC distribution network to accommodate individual office layout		X	
33	HVAC - Special purpose areas		X	
34	HVAC - Supplemental cooling or heating		X	
35	HVAC - Zone controls and thermostats		X	
36	Indoor air quality during construction - Appropriate barriers if necessary	X		
37	Insulation	X		
38	Janitor Closets (with latchbolt)	X		
39	LEED - Any building shell modifications necessary for space to meet requirements of LEED-CI. Must coordinate building shell requirements with TI.	X		
40	Lighting - Changes to open-plan lighting pattern to accommodate individual office layout		X	
41	Lighting - Specialty or above building standard		X	
42	Lighting – Standard lighting fixtures (interior and parking)	X		
43	Millwork (i.e. cabinets, chair rails, and shelving)		X	
44	Painting - Shell Walls (see partitions)	X		
45	Painting - TI Walls (see partitions)		X	
46	Partitions - Demising (slab-to-slab)	X		
47	Partitions - Perimeter	X		
48	Partitions – Subdividing within demised area		X	
49	Permits - Building permits	X		
50	Permits - Occupancy permits	X		
51	Plumbing – in common areas (such as restrooms and janitor closets) including fixtures, and hot and cold water risers and domestic waste and vent risers	X		
52	Plumbing – fixtures within the demised premises and all lines connecting to the building core -except for common restrooms		X	
53	Powerpoles - Connection to furniture junction boxes		X	
54	Recycling - General	X		
55	Recycling - Required labor and equipment during construction (required if new construction or major improvements of existing building)	X		
56	Restrooms – building common restrooms or those required per RLP/Lease (based on distance to reach)	X		
57	Restrooms- private restrooms		X	
58	Seismic Enhancements	X		
59	Signage - Building Directory	X		
60	Signage - Exit Signage		X	
61	Signage - Tenant signage in common corridors and within demised area (excluding building directory)		X	
62	Sprinkler heads - repositioning to avoid conflict with layout, additional required by local code to meet agency's layout, or ceiling grid adjustments and repositioning of sprinkler heads to center of tiles		X	
63	Sprinklers - Heads and piping, escutcheon or trim plate	X		
64	Sprinklers - valves & controls	X		
65	Staircases - Private, within tenant space		X	

INITIALS: LESSOR: _____ & GOV'T: _____

Item Number	Bid Item	Include in Shell Rate	Include in TI Allowance	
66	Structural Enhancements – To accommodate non conventional loads		**X**	
67	Tele/data - Outlets, telephone and data jacks (ie junction boxes), with rings and pull strings, sealed conduit drops with pull strings, and horizontal conduit, including cable trays and hooks within the tenant agency's demised premises and to building core (or may be provided by tenant agency)		**X**	
68	Telecommunication Closet – Common to building, must meet specifications in RLP/Lease	**X**		
69	Utilities - Necessary for base building and tenant operations	**X**		
70	Utility meters - Provide and install separate meters (if lease is not fully serviced)	**X**		
71	Ventilation - Air filtration with filters	**X**		
72	Vestibules	**X**		
73	Wall Finishes - Elevators accessing government demised areas	**X**		
74	Wall Finishes - Hallways accessing government demised area	**X**		
75	Wall Finishes - Restrooms within building common areas	**X**		
76	Wall Finishes - Within government-demised area		**X**	
77	Window coverings - Blinds and Draperies		**X**	
78	Windows - Weathertight windows required in each exterior bay	**X**		

INITIALS: LESSOR: _____ & GOV'T: _____