

# Request For Lease Proposals No. XXXXXXX, DATE

GSA Form L101-A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

## I. Statement of Requirements.

### A. General Information.

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

2. Included in the RLP Documents is a Lease form setting forth the terms and conditions of the Lease contemplated by this RLP. The Form 1364A submitted as part of the Offeror's proposal shall be incorporated into the Lease as Exhibit A. Additional documents will be incorporated into the Lease as Exhibits B through E, as necessary. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein.

3. The Offeror's proposal submitted in response to the RLP shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer ("LCO") signs the Lease submitted by an Offeror and delivers a signed copy to the Offeror.

B. *Space Requirement.* The Government is seeking to enter into a lease for space meeting the following requirements:

|                             |  |
|-----------------------------|--|
| City, State:                |  |
| Delineated Area:            |  |
| Space Type(s) (ANSI/BOMA):  |  |
| Minimum Sq. Ft. (ABOA):     |  |
| Maximum Sq. Ft (ABOA):      |  |
| Parking Spaces (Total):     |  |
| Parking Spaces (Surface):   |  |
| Parking Spaces (Structure): |  |
| Parking Spaces (Reserved):  |  |
| Initial Full Term:          |  |
| Initial Firm Term:          |  |
| Option Term:                |  |
| Additional Requirements:    |  |

The offered 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. The building shall be compatible with its surroundings and project a professional and aesthetically pleasing appearance, including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casings shall be clean and in good condition.

C. *List of RLP Documents.* The RLP Documents consist of:

1. This RLP (Form L101-A)
2. Lease No. GS-XXB-XXXXX (Form L201-A)
3. GSA Form 1364A, Simplified Lease Proposal (to become Exhibit A to the Lease)
4. GSA Form 1364A-1, Simplified Lease Proposal Data
5. Requirements Development Package for [TENANT AGENCY], Dated X (to become Exhibit C)
6. GSA Form 3518A, Representations and Certifications (to become Exhibit D)
7. Pre-Lease Fire Protection and Life Safety Evaluations for Low (or High) Rise Office Building
8. Seismic Certification required for (Regions 8, 9, 10) and any building over 10,001 sf

Electronic versions of the forms requiring Offeror input will be made available upon request.

D. *Amendments to the RLP.* This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP (including the Tenant Improvements described in the Requirements Development Package).

E. *Authorized Representatives.* With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. As to all other matters, Offerors may contact the Alternate Government Contact.

Lease Contracting Officer:

Alternate Government Contact:

[Contracting Officer Name]  
 [Contracting Officer Mailing Address]  
 [Contracting Officer Office Phone]  
 [Contracting Officer Cell Phone]  
 [Contracting Officer Fax]  
 [Contracting Officer Email Address]

[Name]  
 [Mailing Address]  
 [Office Phone]  
 [Cell Phone]  
 [Fax]  
 [Email Address]

F. *Description of the Lease.* Offerors are encouraged to carefully examine the Lease form included in the RLP Documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP is included in the RLP Documents, and includes:

1. The term of the Lease, and renewal option, if any;
2. Definitions, Standards, and Formulas applicable to the Lease and this RLP;
3. Building Shell standards and requirements;
4. A Requirements Development Package describing the tenant improvements to be completed by the Lessor prior to occupancy; and
5. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP. Notwithstanding the foregoing, the following is provided to assist Offerors in understanding the nature of the Lease.

The Lease contemplated by this RLP is a fully serviced Lease with a fixed rent that will be inclusive of all Lessor costs, including all tenant improvements, operating costs, and taxes (See Paragraph I.A.). Rent will be based upon a proposed rental rate per Rentable Square Foot (see Definitions in Paragraph II.A.), not to exceed the total Rentable Square Feet offered by Lessor in response to this RLP (See Paragraph IV.A.).

The Tenant Improvements to be delivered by the Lessor are described in the Requirements Development Package in a programmatic fashion, with the possible inclusion of specific design requirements or fixtures to be provided in the leased space. The Lessor will be required to design and build the Tenant Improvements without compensation other than the annual rent; consequently, in determining the rental rate to be proposed, the Offeror must estimate the cost of building those improvements notwithstanding the absence of plans specific to the offered space. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its tenant improvement costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased space conforming to the Requirements Development Package. The Government will have the opportunity to review the Lessor's DID's to determine that the Lessor's design meets the requirements stated in the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the Tenant Improvement requirements, subject to the Lessor's right to receive compensation for such changes.

Upon completion and acceptance of the leased space, the space will be measured for the purpose of establishing the actual annual rent, and the Lease term shall commence. During the term of the Lease, rent will not be adjusted for changes to the Lessor's operating costs (absent a change order from the Government) or taxes.

Finally, Offerors should understand that doing business with the Government carries special responsibilities with respect to sustainability, fire and life safety, and security, as well as other requirements not typically found in private commercial leases. While the Simplified Lease Acquisition rules exempt this Lease from many requirements found in larger Government contracts and Leases, many statutory and regulatory requirements still apply.

G. *Relationship of RLP Building Minimum Requirements and Lease Obligations.* The Lease establishes various requirements relating to the building shell; such requirements are not deemed tenant improvements. Certain of these requirements are established as minimum requirements in this RLP. If the Lessor's building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Lessor will be required to identify those building improvements that will bring the building into compliance with RLP requirements. Upon award of the Lease, completion of those building improvements will become Lease obligations.

## II. Eligibility, Preferences for Award.

A. *Flood Plains.* A lease will not be awarded for a property located within a base flood plain unless the Government has determined it to be the only practicable alternative.

B. *Seismic Safety.*

1. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the LCO) with the initial offer, from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

- a. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

| BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)           |                         |          |       |         |
|---|-------------------------|----------|-------|---------|
| BUILDING TYPE1  | Model Design Provisions | Building |       | Seismic |
|   | BOCAls                  | SBCCIIs  | UBCIs |         |
| Wood Frame, Wood Shear Panels (Type W1 and W2)2       | 1992                    | 1993     | 1976  |         |
| Wood Frame, Wood Shear Panels (Type W1A)              | 1992                    | 1993     | 1976  |         |
| Steel Moment Resisting Frame (Type S1 and S1A)        | **                      | **       | 19944 |         |
| Steel Braced Frame (Type S2 and S2A)                  | 1992                    | 1993     | 1988  |         |
| Light Metal Frame (Type S3)                           | *                       | *        | *     |         |
| Steel Frame w/Concrete Shear Walls (Type S4)          | 1992                    | 1993     | 1976  |         |
| Reinforced Concrete Moment Resisting Frame (Type C1)3 | 1992                    | 1993     | 1976  |         |
| Reinforced Concrete Shear Walls (Type C2 and C2A)     | 1992                    | 1993     | 1976  |         |
| Steel Frame with URM Infill (Type S5 and S5A)         | *                       | *        | *     |         |
| Concrete Frame with URM Infill (Type C3 and C3A)      | *                       | *        | *     |         |

|                                      |      |      |       |
|--------------------------------------|------|------|-------|
| Tilt-up Concrete (Type PC1 and PC1A) | *    | *    | 1997  |
| Precast Concrete (Type PC2 and PC2A) | *    | *    | *     |
| Reinforced Masonry (Type RM1)        | *    | *    | 1997  |
| Reinforced Masonry (Type RM2)        | 1992 | 1993 | 1976  |
| Unreinforced Masonry (Type URM)5     | *    | *    | 19916 |
| Unreinforced Masonry (Type URMA)     | *    | *    | *     |

- Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- Buildings on hillside sites shall not be considered Benchmark Buildings.
- Flat Slab Buildings shall not be considered Benchmark Buildings.
- Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- Refers to the UBCB Section of the UBC.
- <sup>is</sup> Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- No Benchmark year; building shall be evaluated using FEMA-310.
- <sup>\*\*</sup> Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, National Building Code.  
SBCCI Southern Building Code Congress International, Standard Building Code.  
UBC International Conference of Building Officials, Uniform Building Code.

c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- "a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
- i. The leased space is 10,000 square feet or less AND
  - ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration,  $S_S$ , is less than 0.167 gravity (g), or for which the design one-second period response acceleration,  $S_1$ , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity."

- d. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
- e. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

3. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the LCO will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this RLP. Documentation of this evaluation shall be made available to the Government.

**B. Seismic Safety.**

1. Definitions. For the purpose of this paragraph:

- a. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
- b. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
- c. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>
- d. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
- e. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this RLP, together with any required attachments.
- f. "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.
- g. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- h. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this RLP, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the LCO will make the award to the Offeror whose building meets the other requirements of this RLP and offers the lowest total evaluated price.

3. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.

- a. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.

- i. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
- ii. The LCO may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

- b. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the LCO.

C. *GSAR 552.270-2 Historic Preference (SEP 2004)*

1. The Government will give preference to offers of space in historic properties following this hierarchy of consideration:

- a. Historic properties within historic districts.
- b. Non-historic developed and non-historic undeveloped sites within historic districts.
- c. Historic properties outside of historic districts.

2. Definitions:

- a. Determination of eligibility means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).
- b. Historic district means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.
- c. Historic property means any prehistoric or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).
- d. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

3. The offer of space must meet the terms and conditions of this RLP. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

4. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

- a. First to suitable historic properties within historic districts, a 10 percent price preference.
- b. If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.
- c. If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
- d. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

5. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

- a. First to suitable historic properties within historic districts, a 10 percent price preference.
- b. If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.
- c. If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
- d. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

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

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

- a. An historic property within an historic district.
- b. A non-historic developed or undeveloped site within an historic district.
- c. An historic property outside of an historic district.

D. *Asbestos.*

1. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

2. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

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

4. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

*E. Fire and Life Safety, Accessibility.*

The Lease contemplated by this RLP contains building requirements for Fire and Life Safety and Accessibility. In order to be eligible for award, Offerors must either:

1. Verify in the Lease proposal that the building in which space is offered meets the Lease requirements, or

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

*F. Security.*

The Lease contemplated by this RLP contains building requirements and other obligations relating to Security in Sections II and III. In order to be eligible for award, the Offeror shall provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease security requirements.

*G Energy Independence and Security Act.*

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

2. Unless one of the statutory exceptions listed in subparagraph 4 applies, GSA may award a lease for a building that is eligible for ENERGY STAR® consideration only if the building has earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the lease award date. For example, an ENERGY STAR® Label awarded by EPA on October 1, 2010 is valid for all lease awards made on or before September 30, 2011.

3. Unless one of the statutory exceptions listed in subparagraph 4 applies, GSA may award a lease for a building that is ineligible for ENERGY STAR® consideration (e.g., not yet constructed/completed, less than one year old, insufficient occupancy) only if the Offeror agrees that it will earn the ENERGY STAR® Label within 18 months of acceptance of space by the Government, or as soon thereafter as the building is eligible for ENERGY STAR® consideration.

4. EISA allows a federal agency to lease space in a building that does not have an ENERGY STAR® Label if:

- a. No space is offered in a building with an ENERGY STAR® Label in the delineated area that meets the functional requirements of an agency, including location needs;
- b. The agency will remain in a building it currently occupies;
- c. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
- d. The lease is for 10,000 rentable square feet or less.

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

- a. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Energy Monitoring/Management Control System (EMCS).
- b. Lighting Improvements.
- c. Building Envelope Modifications.

Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

6. 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.

7. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> . ENERGY STAR® tools and resources can be found at the [www.energystar.gov](http://www.energystar.gov) web site. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be in considering energy efficiency and conservation improvements to buildings.

- a. ENERGY STAR® Building Upgrade Manual. This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at <http://www.energystar.gov/bldgmanual> .
- b. Building Upgrade Value Calculator. The Building Upgrade Value Calculator, developed by EPA, is a product of the partnership between ENERGY STAR®, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Energy Star Building Upgrade Manual is available on the Energy Star website at <http://www.energystar.gov/financiaevaluation>.

8. If one or more of the statutory exceptions applies, and the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the lease award date, 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 acceptance of the space (or not later than one year after signing the lease for succeeding and superseding leases).

9. 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.

### III. How to Offer.

A. *General Instructions.* Offerors are required to prepare a complete, signed, lease document, including all required exhibits, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below. Offerors must understand that upon submission of their offer, the Government expects to enter into a binding lease by countersignature by a LCO. Therefore, incomplete submissions, or submissions containing errors, will not be acceptable.

B. *Receipt of Offers.*

1. In order to be considered for award, offers conforming to the requirements of the RLP shall be received at the following office no later than **[time] [time zone]** on the following date and at the following address:

Date:

Address:

2. Offers sent by United States Mail or hand delivered (including delivery by commercial carrier) shall be deemed timely if delivered to the address of the office designated for receipt of offers on or before the date and time established for receipt of offers.

C. *Offer Contents.* Offers shall consist of the following documents completed in accordance with this RLP:

1. Lease GS-XXB-XXXXX, signed and initialed by Offeror.
2. Exhibit A, GSA Form 1364A, Simplified Lease Proposal, RLP No. XXXXXXXX, completed and signed by Offeror.
3. Exhibit B, Floor Plan Delineating the Premises, provided by Offeror.
4. Exhibit C, Requirements Development Package for [TENANT AGENCY], Dated X.
5. Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07), completed and signed by Offeror.
6. GSA Form 1364A-1, Simplified Lease Proposal Data, completed with all required attachments and signed by Offeror.

D. *Instructions for Preparing Offers.* Offerors are cautioned to carefully read the entire RLP package in order to be fully aware of all requirements and clauses in the contemplated Lease. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, and that all pricing and other numerical data is accurately calculated. The following instructions are intended to assist Offerors complete all forms and other documents required to prepare a complete and acceptable offer.

1. Lease No. GS-XXB-XXXXX. The Offeror is required to initial each page of the Lease, and execute the Lease by signing on the first page. Attach all Exhibits to the Lease.

2. Exhibit A, GSA Form 1364A. The information required on this form is largely self-explanatory. However, the following guidance is provided.

- a. Box 8. The Building Business Hours are relevant to the Lessor's obligations to provide overtime utilities, as indicated in Paragraph IV.C. of the Lease.
- b. Box 9. Provide a narrative description of the quantity and type of space offered, and the space's location in the building by floor, suite number, or other identifying information. For example, "4,300 ANSI/BOMA square feet of Office space located on the third floor of the building described in Section I, identified as Suite 300."
- c. Line 14. Paragraph II.M. of the Lease provides for a reduction in rent if the Space is vacant on account of reduced operating costs. State the reduction in the rental rate per ANSI/BOMA square foot of Space.
- d. Line 15. The overtime utility rate will be used during the Lease term to compensate the Lessor for providing air conditioning or heat outside of the building business hours indicated by the Offeror in Box 8.
- e. Line 18. If the Government has requested rooftop antenna space in this RLP, check the box for "Included."
- f. Line 23. Initial in each box corresponding to RLP amendments received prior to submitting the Offer. The Government will not award a Lease unless all issued amendments have been acknowledged.
- g. Box 25. If the Offeror intends to perform any fire/life safety, accessibility, or energy savings measures (in lieu of obtaining a current ENERGY STAR® Label), state the measures with specificity. The Offeror will not be eligible for award unless any required improvements are included as Lease obligations. See Paragraph II.G. above.

- h. Box 26. If the Offeror wishes to add conditions or modifications to the Lease and its Exhibits, include them in Box 25. If the Offeror is modifying any part of the Lease, the Offeror must identify by Paragraph number, Exhibit number, and/or 1364A box number to which the condition or modification applies. Offerors are cautioned to only include those additional conditions necessitated by the nature of the Property in which the Space is offered or other restraints as appropriate. The Government may reject any offer that takes exception to or modifies substantive provisions of the Lease, even if the offer has the lowest evaluated price.
3. Exhibit B, Floor Plan Delineating the Premises. The Offeror is required to prepare a scaled floor plan depicting the Space offered, clearly delineating the extent of the Space, as defined in the Lease, and any Common Areas to be factored into the total Rentable Area. The floor plan shall be printed on 8-1/2" by 11" paper, and clearly labeled "Exhibit B to Lease No. [Lease Number]."
4. Exhibit D, GSA Form 3518A, Representations and Certifications. This form should be self-explanatory. Offerors must understand that by signing this form they are certifying the truth of the representations contained therein, and that the Government awards contracts in reliance upon the truth of those representations. If not already so marked, mark the form "Exhibit E to Lease No. [Lease Number]."
5. GSA Form 1364A-1. The Lessor must include all data required by this form, or its Offer will be rejected. The form is largely self-explanatory, and includes references to this RLP as further guidance. The following information is provided to assist with certain required information to be supplied with the offer.
- a. Box 4. If claiming an historic preference in accordance with the Historic Preference paragraph above (GSAR 552.270-2, SEP 2004), Offeror must submit one of the following as documentation that the property is historic or the site of the offered property is within a historic district: a letter from the National Park Service stating that the property is listed in the National Register of Historic Places or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the property is listed in the National Register of Historic Places, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the National Register of Historic Places Identification Number and date of listing available from the National Register of Historic Places Database found at [www.nps.gov/nr](http://www.nps.gov/nr).
  - b. Boxes 5, 6, 7. As noted above, Offerors may be eligible for award notwithstanding the fact that the building in which Space is offered does not currently meet Lease Asbestos, Fire/Life Safety, or Accessibility Standards. However, Offerors are cautioned that if they are awarded the Lease, they will be required to provide building improvements to bring the building into compliance with the respective Lease requirements.
  - c. Box 9. See RLP Paragraph II.G. Because the Offer will be valid for 60 days, a current ENERGY STAR® Label is valid only if received within the last ten months. If the Offeror intends to meet EISA requirements without the ENERGY STAR® Label, the Offeror must specifically list the improvements to be completed in Box 9 and in Box 25 of the GSA Form 1364. If the Offeror determines that no improvements are cost effective, the Offeror must attach its analysis as required in Paragraph II.G.
  - d. Boxes 10-21, Proposed Rent Components. Although the Lease rental rate is not broken down in the Lease, GSA requires that Offerors state all rent components, both for its own internal billing procedures and for the purpose of evaluating proposed rental rates. To determine whether construction costs should be included in the Shell Rent or the Amortized Tenant Improvement components, refer to Section III of the Lease. Only those costs associated with Tenant Improvements should be included in the Amortized Tenant Improvement component. Costs for upgrading Fire/Life Safety, Accessibility, and other design and construction requirements for Building Shell and Common Areas, if any, must be included in the Shell Rent.
  - e. Box 23. If the Offeror wishes to maintain the confidentiality the pricing data provided in Form 1364A-1, the Offeror must check the box in Box 23.

#### **IV. Method of Award.**

A. *Selection for Award.* The Government will award a Lease resulting from the RLP to the responsible Offeror who offers the lowest price and whose offer conforms to RLP requirements. The lowest price will be determined based upon the present value of the initial term and option term rental payments for the offered square footage at the proposed rental rate shown in Lines 10 and 11 on the GSA Form 1364A Simplified Lease Proposal, plus any additional rates or prices proposed by the Offeror, adjusted by any credits and preferences provided for in this RLP, as set forth below. 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.

B. *Present Value Analysis.* Present value of offered rental rates and other prices will be evaluated using the following rules:

1. Parking costs and other periodic prices for rights not included in the rent will be added to the gross annual rent, and discounted accordingly.
2. Free rent will be evaluated in the year in which it is offered.
3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
4. The amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
5. The gross annual rent, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
6. To the gross PVC will be added:
  - a. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
  - b. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs.

C. *Award Without Discussions.* The Government intends to evaluate offers and award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions if later determined by the LCO to be necessary. The Government may reject any or all offers if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

## V. RLP Provisions Incorporated by Reference.

This RLP incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. Upon request, the LCO will make their full text available or the full text of a solicitation provision may be accessed electronically as GSA Form 3516A at this address: <http://www.gsa.gov/leasingform>.

- A. FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
- B. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (Applicable to leases exceeding \$100,000)
- C. FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
- D. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008) (Applicable to leases exceeding the micro-purchase threshold)
- E. FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997) (Applicable only if facsimile proposals are authorized.)
- F. FAR 52.219-24 SMALL DISADVANTAGE BUSINESS PARTICIPATION PROGRAM—TARGETS (OCT 2000) (Applicable to leases exceeding \$550,000)
- G. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1994) (Applicable to leases exceeding \$10,000)
- H. FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) (Applicable to leases exceeding \$10 million)
- I. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Applicable to leases exceeding \$10,000)
- J. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)
- K. GSAR 552.270-3 PARTIES TO EXECUTE LEASE (SEP 1999)
- L. GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (Applicable to leases over \$500,000 if Request for Lease Proposals requires submission of the subcontracting plan with initial offers.)
- M. GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (Applicable to leases over \$500,000 if Request for Lease Proposals does not require submission of the subcontracting plan with initial offers.)

## VI. Broker Commission and Commission Credit.

A. For the purposes of this RLP, [NBC2 Broker Name] ("the Broker") is the authorized real estate broker representing GSA. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker may represent both GSA and another offeror. By submitting an offer, the Offeror acknowledges that there is a potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and obtain signed dual agency acknowledgement statements from all Offerors. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a lease term not to exceed the firm term of the Lease contemplated by this RLP. An executed commission agreement reflecting this agreement shall be submitted with the offer. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. As part of the offer, the Offeror shall disclose any and all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

B. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker shall not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

## VII. Additional RLP Requirements, Information.