

PROPOSAL TO LEASE SPACE	In Response to Solicitation Number →		DATED	
OFFER GOOD UNTIL AWARD				

SECTION I - DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION	1a. Building Name		1b. Building Street Address		
1c. City			1d. State	1e. 9-Digit Zip Code	
2. BUILDING SIZE (Entire Building)	2a. General Purpose (Office) RSF	2b. Warehouse RSF	2c. Other (Lab/Special Use) RSF	2d. Total Square Footage (2a+2b+2c) = RSF	2e. Total Building Parking ____ Structured ____ Surface
3. SPACE OFFERED	3a. General Purpose (Office) RSF	3b. Warehouse RSF	3c. Other (Lab/Special Use) RSF	3d. Total Square Footage (3a+3b+3c) = RSF	3e. Offered Reserved Parking ____ Structured ____ Surface
4. C.A.F. Common Area Factor (Entire Premises)	ABOA		ABOA		= ABOA

SECTION II – RATES

5. EXISTING LEASE	Lxxxxxx x,xxx x,xxx XX	Lease # RSF ABOA SF # Parking Spaces					6. OFFERED RATES		
Rent Component	Annual	Rate per RSF	Rate per ABOA	Increase	Decrease	Rent Component	Annual	Rate per RSF	Rate per ABOA
a. Shell						a. Shell			
b. Operating Costs						b. Operating Costs			
c. Amortized Tenant Improvements						c. Amortized Tenant Improvements			
d. Amortized Building Specific Security						d. Amortized Building Specific Security			
e. Total Annual Parking Cost		X	X			e. Total Annual Parking Cost		X	X
f. Antenna/Roof		X	X			f. Antenna/Roof		X	X
g. Other						g. Other			
h. TOTAL						h. TOTAL (a+b+c+d+e+f+g)			
i. Note:				i. Note: Indicate any rate changes beyond the firm term:					
j. Additional Financial Aspects of the Lease: Adjustment for Vacant Premises: \$ _____ per ABOA sf HVAC Overtime Rate: \$ _____ per hour Areas requiring 24 hour HVAC (LAN, etc.) \$ _____ per _____ sf				j. Additional Financial Aspects of the Lease: Adjustment for Vacant Premises: \$ _____ per ABOA sf HVAC Overtime Rate: \$ _____ per hour Areas requiring 24 hour HVAC (LAN, etc.) \$ _____ per _____ sf					

SECTION III – TERM

7. INITIAL LEASE TERM (FULL TERM)			8. RENEWAL OPTIONS			
a. NUMBER OF YEARS	b. YEARS FIRM	b. NUMBER OF DAYS NOTICE FOR GOVERNMENT TO TERMINATE LEASE	a. SHELL RATE / RSF / YR	b. YEARS EACH	c. NUMBER OF OPTIONS	b. NUMBER OF DAYS NOTICE TO EXERSIZE RENEWAL OPTION

SECTION IV – ADDITIONAL TERMS AND CONDITIONS

9. COMMISSIONS (If Applicable), ATTACH COMMISSION AGREEMENT

a. Tenant Representative Commission: %	b. Owner's Representative Commission: %	c. Schedule of Commission Payments: % at lease award and % at occupancy
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10. SPECIFIC OFFERED INCENTIVES (i.e. free rent, free space)

11. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

SECTION V – OWNER IDENTIFICATION AND CERTIFICATION

12. RECORDED OWNER <small>(Name & address as registered in CCR, ZIP Code + 4)</small>	13a. OFFEROR (Name and address) Check if same as Owner: <input type="checkbox"/>	13b. Offeror's interest in Property		
		OWNER <input type="checkbox"/>	AGENT <input type="checkbox"/>	OTHER (Specify):
		13c. e-Mail Address		13d. Telephone Number

14a. 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 AFFORMENTIONED SOLICITATION FOR OFFERS, WITH ATTACHMENTS ("SFO").

I have read the SFO and its attachments in its entirety and I am requesting no deviations.
(Check Here)

14b. Offeror's Name <small>(Please Print)</small>	14c. Offeror's Title	14d. Offeror's Signature	14e. Date Signed
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GSA FORM 1364-S INSTRUCTIONS

NOTE: THE 1364-S IS AVAILABLE AS A TABLE IN WORD (.DOC) FORMAT. OFFERORS ARE NOT LIMITED BY THE CELL SIZE AS THE DOCUMENT WILL EXPAND TO ACCOMMODATE ADDITIONAL INFORMATION AS NEEDED. IT IS EXPECTED THAT A COMPLETE OFFER MAY RESULT IN A 1364 THAT EXCEEDS THE 2 PAGE FORMAT PROVIDED.

I. SECTION I – DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION

Block 1a

Building Name

If applicable, the Offeror should provide the building name of the proposed facility/building, to house the Government's space requirement.

Block 1b

Building Address

The Offeror must provide the building street address of the proposed facility/building, to house the Government's space requirement. If an unimproved site is being offered, attach a site plan as detailed in the SFO.

Block 1c

Building City

The Offeror must provide the name of the City the proposed facility/building is located.

Block 1d

Building State

The Offeror must provide the name of the State or U.S. Territory the proposed facility/building is located.

Block 1e

Building 9-Digit Zip Code

The Offeror must provide the 9-Digit United States Postal Service Zip Code for the address of the proposed facility/building.

The 9-Digit Zip Code can be found on the United States Postal Service Web Site either on <http://zip4.usps.com/zip4/welcome.htm> or <http://www.usps.com/>

2. BUILDING SIZE

Block 2a

General Purpose (Office)

If the building/facility offered is, or will be constructed as, a general-purpose office and/or retail facility, the Offeror must provide the total rentable square feet of space in the building being offered to house the Government's space requirement. Rentable space is the area for which a tenant is charged rent. The rentable square feet are determined by the building owner and agreed to by the Contracting Officer. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

Block 2b

Warehouse

If the building/facility offered was, or will be, constructed as a warehouse, the Offeror must provide the total rentable square feet of space in the building being offered to house the Government's space requirement.

Block 2c

Other

If the building/facility offered was, or will be, constructed with Lab or Special Use space, the Offeror must provide the total rentable square feet of space in the building being offered to house the Government's space requirement.

Block 2d Total Square Footage

The purpose for this block is to quantify the total square footage in the offered building. This line should equal the sum of 2a, 2b and 2c.

Block 2e Total Parking

The Offeror shall provide the number of parking spaces for the entire building/facility, which are under the control of the Offeror. If the offered building shares parking with neighboring buildings, the Offeror is requested to give the total number of surface and/or structured parking available along with the total number of parking spaces surface and/or structured allocated to the offered building.

3. SPACE OFFERED

Block 3a

General Purpose (Office)

If the building/facility offered is, or will be constructed as, a general-purpose office and/or retail facility, the Offeror must provide the total rentable square feet and ANSI BOMA Office Area square feet of space being offered to house the Government's space requirement.

Rentable space is the area for which a tenant is charged rent. The rentable square feet are determined by the building owner and agreed to by the Contracting Officer. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

The Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

Block 3b

General Purpose (Warehouse)

If the building/facility offered was, or will be, constructed as a warehouse, the Offeror must provide the total rentable square feet of space being offered to house the Government's space requirement.

Block 3c

Other

If the building/facility offered was, or will be, constructed with Lab or Special Use space, the Offeror must provide the total rentable square feet of space being offered to house the Government's space requirement.

Block 3d Total Square Footage

The purpose for this block is to quantify the total square footage being offered to the government. This line should equal the sum of 3a, 3b and 3c.

Block 3e Offered Reserved Parking

The Offeror shall provide the number of structured and surface parking spaces that are being offered to the government.

Block 4 C.A.F.

The Offeror must provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the Offeror to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space). The equation is rentable square feet divided by ANSI/BOMA Office Area square feet.

If the space offered is on multiple floors and does not have a single common area factor because of changes in floor design due to building architecture/building systems or due to full floor and partial floor occupancy under the same lease proposal, the Government requests the common area factors itemized by location and by floor. If the offer is the successful offer, the Government, on a case-by-case basis, may request to have one common area factor, which would be the blended/averaged common area factor. This blended/averaged common area factor may be placed on contract documents, for internal Government purposes.

If the product of rentable square feet divided by ANSI/BOMA Office Area square feet does not round evenly, the Government requests that the result be provided up to 9 decimal places.

II. SECTION II – RATES

5. EXISTING LEASE

This section contains information pertinent to the existing GSA lease and is to be completed by the government. This information is intended to provide a basis for the offeror when considering their new offered rates.

6. OFFERED RATES

Block 6a

Shell

State the rental consideration required to provide the shell space and other improvements as defined in the SFO.

Block 6b

Operating

The Offeror must provide any and all services, utility expenses, excluding ownership and managerial costs, on a first lease year rentable square foot basis. If an offeror proposes set changes in rent for operating costs rather than using the operating cost adjustment paragraph in the SFO, indicate changes in operating costs and the number of years each rate is in effect.

Block 6c

Amortized Tenant Improvements

State the total build-out costs and amortized costs of any tenant improvements identified in the SFO as expressed in a single annual tenant improvement rental consideration. The Offeror is reminded that tenant improvements shall provide for all alterations for the government-demised area above the building shell build-out.

Block 6d

Amortized Building Specific Security

State the total build-out costs and amortized costs of SFO security requirements and Security Unit Price List, if any, identify building specific security items to be priced separately from tenant improvements.

Block 6e**Total Annual Parking Cost**

The Offeror shall state whether the offered rental rate(s) above include parking costs. If not, provide the annual cost per space for structured and surface parking spaces.

Block 6f**Antenna/Roof**

The Offeror shall state whether the offered rental rate(s) above include antenna/roof costs. If not, provide the annual cost for use of the roof.

Block 6g**Other**

The Offeror shall include any additional costs not identified in boxes 6a – 6f in this box.

Block 6h**Total**

This line should equal the sum of 6a – 6g.

Block 6i**Note**

The Offeror must provide any additional information that impacts the offer. Provide additional pages as necessary.

Block 6j**Additional Financial Aspects of the Lease**

Various paragraphs of the SFO discuss the items listed below. So that the offer fully addresses these issues, provide the following information:

- the proposed rental adjustment for vacant premises;
- the overtime HVAC rate;
- rate for areas requiring 24 hour HVAC (per SFO requirements such as LAN rooms, etc.)--these costs will be paid separately by the occupant agency.

III. SECTION III – TERM**Block 7a****Number of Years for Initial Term**

The Offeror is requested to confirm that the total initial term of the proposal is consistent with the Solicitation for Offers and its attachments.

Block 7b**Years Firm**

The Offeror is requested to confirm that the firm term portion of the total initial term of the proposal is consistent with the Solicitation for Offers and its attachments. Block 21a may be the same as Block 21b, as defined by the Solicitation for Offers and its attachments.

Block 7c**Days Notice to Terminate**

If the Solicitation for Offers requires, or if the Offeror provides termination rights during the term of the proposed lease, the Offeror must provide the number of days notice required for the Government to terminate the proposed lease.

Block 8a**Renewal Option Shell Rate**

If the Solicitation for Offers requires a renewal option, the renewal options will be evaluated in accordance with the Solicitation for Offers. Block 22a requests the shell rate per rentable square foot proposed by the Offeror.

The Offeror is reminded that the Government anticipates that the tenant build-out will be fully amortized at the end of the firm term. Any desired rent increases or decreases should be reflected in the shell rate and fully explained as part of this written proposal.

If the Offeror submits an unsolicited renewal option, the Offeror understands that even if his/her offer is the successful offer the Contracting Officer, may choose not to incorporate the renewal option into the lease language.

Please note procurement and appropriation regulations may prevent GSA from incorporating a renewal option into the lease agreement and may prevent GSA from ultimately exercising a renewal option written into the lease agreement.

Block 8b**Renewal Option--Years Each**

The Offeror is requested to confirm that the renewal term of the proposal is consistent with the Solicitation for Offers and its attachments. If the Solicitation for Offers requested more than one renewal term, the Offeror is requested to confirm that the renewal terms of the proposal are consistent with the Government's requirement.

Block 8c**Number of Renewal Options**

The Offeror is requested to confirm that the number of renewal option periods reflected in this proposal is consistent with the Solicitation for Offers and its attachments.

Block 8d**Days Notice to Exercise Renewal Options**

If the Solicitation for Offers requires a renewal option, the number of days notice required to exercise the renewal option is requested. The Solicitation for Offers may specify a number of days notice as determined by the Contracting Officer. Otherwise, the number of days notice should be reasonable and in accordance with market conditions.

IV. SECTION IV – ADDITIONAL TERMS AND CONDITIONS**Block 9a****Tenant Representative Commission**

If GSA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the total percentage of commission allocated in the proforma, for this proposal, to the tenant representative/tenant broker. This information is necessary to measure the national broker contract program results.

The General Services Administration (GSA) may designate an authorized Realty Company as the Government's representative. While a GSA Contracting Officer must execute the lease agreement, the authorized Realty Company will be entitled to the tenant representative/tenant broker commission, which is a common commercial real estate business practice. Such commission shall be payable to the authorized Realty Company in the form of a check due in accordance with local laws and customs but no later than the lease commencement date.

Under the terms of the contract between GSA and the authorized Realty Company, the authorized Realty Company will forego a certain percentage previously agreed to by the authorized Realty Company. The Offeror will apply the percentage foregone by the authorized Realty Company as a credit to the Shell Rent of the lease (herein, commission credit). Said credit will ultimately be reflected in a reduction to the shell rent on the Standard Form 2, entitled "U.S Government Lease for Real Property."

The Solicitation for Offers will state the percentage forgone by the authorized Realty Company.

For purposes of the price evaluation, any commission credits shall be treated as a lump sum credit and will be evaluated in accordance with the procedures established in the "Price Evaluation" paragraph in the SUMMARY section of the Solicitation for Offers. The commissions paid to the GSA authorized Realty Company, as direct payment, will not be applied to the present value analysis.

A proforma is defined as the ownerships' projected financial analysis on their income and expenses in determining their proposal to the Government.

Block 9b**Owner's Representative Commission**

If GSA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the total percentage of commission allocated in the proforma, for this proposal, to the owner's representative/owner's broker. This block is to gather information and measure the national broker contract program results.

Block 9c**Schedule of Commission Payments**

If GSA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the schedule of commission payments as allocated in the proforma, for this proposal. Under the terms of the contract between GSA and the authorized Realty Company, the authorized Realty Company will forego a certain percentage referenced above as the commission credit as part of the Realty Companies contract with GSA. The remaining commission shall be payable to the authorized Realty Company in the form of a check due in accordance with local laws and customs but no later than the lease commencement date. This block is to gather information on the timing of commission payments to measure the national broker contract program results.

Block 10**Specific Offered Incentives**

The Offeror is requested to describe any incentives included in their offer such as free rent or free space.

Block 11**Additional Remarks or Conditions with respect to this offer**

The Offeror must provide any additional information that impacts the offer. Provide additional pages as necessary.

V. SECTION V – OWNER IDENTIFICATION AND CERTIFICATION**Block 12****Recorded Owner**

The Offeror must provide the name and full address of the recorded owner of the property proposed in response to the Government's requirement.

Block 13a**Offeror**

If using an owner's agent, the offeror must provide the name and address of the owner's agent.

Block 13b, c, d**Offeror's Interest in the Property**

The Offeror must identify their interest in the property, whether they have an ownership interest, they are an agent, or some other relationship to the property being proposed in response to the Government's requirement. If the Offeror is an agent, provide a copy of the agency agreement indicating control of the property.

Block 14a

Agreement to Lease to the United States

By submitting this offer, the Offeror agrees upon acceptance of this proposal by the 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 Solicitation for Offers, with attachments.

Block 14b, c, d, e

Offeror Information

The proposal must include the Offeror's name, title, address, email address, phone, signature and date of signature.

The Contracting Officer may request an authority to represent letter from the ownership identifying the Offeror as his/her official representative. Refer to the Parties to Execute Lease clause in the Solicitation Provisions (GSA Form 3516) for additional information that will be required prior to any lease execution.