GSA REQUEST FOR LEASE PROPOSALS NO. XXXXXXX CITY/STATE

Offers due by mm/dd/20yy

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than [time] [time zone] 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 Method 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.

SLAT RLP
GSA TEMPLATE R100A (5/25)

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

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

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE TEMPLATES ARE LOCATED ON THE OFFICE OF LEASING GOOGLE SITE AND G-REX.

TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

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

TO TURN OFF HIDDEN TEXT: FOLLOW INSTRUCTIONS (1) THRU (5), ABOVE. WHEN YOU **CLICK** ON THE "HIDDEN TEXT" BOX, THE CHECKMARK WILL DISAPPEAR AND THE HIDDEN TEXT WILL NOT SHOW ON SCREEN OR IN PRINTED VERSIONS OF THE DOCUMENT.

TO INPUT DATA: IF A PARAGRAPH HAS BOLD RED **X**s, A DOLLAR SIGN ($) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (_____), **INPUT** THE REQUIRED INFORMATION AND CHANGE FONT TO BLACK TEXT PRIOR TO ISSUANCE.

TO DELETE AND MODIFY PARAGRAPHS*

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING "**ACTION REQUIRED**," "**OPTIONAL**," OR "**NOTE**.". MANDATORY PARAGRAPHS MAY BE ALTERED AT THE DISCRETION OF THE LCO ONLY AFTER CONSULTATION WITH REGIONAL COUNSEL AND THE APPROPRIATE SUBJECT MATTER EXPERT, E.G., REGIONAL FIRE PROTECTION ENGINEER, REGIONAL ENVIRONMENTAL QUALITY ADVISOR, REGIONAL HISTORIC PRESERVATION OFFICER, BUT THE MANDATORY PARAGRAPHS MUST CONTAIN SUBSTANTIALLY THE SAME INFORMATION. IF IT IS DETERMINED TO **DELETE** A PARAGRAPH OR SUB-PARAGRAPH, TAKE THE FOLLOWING STEPS:

TO DELETE A PARAGRAPH—

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

DELETED." **NOTE:** THE TEXT WILL BE DELETED AND THE PARAGRAPH NUMBER AND STRUCK-OUT TITLE WILL REMAIN.

EXAMPLE: 2.05 ~~OPERATING COST ADJUSTMENT~~ INTENTIONALLY DELETED

5. ALTERNATELY, YOU MAY DELETE THE TITLE ALTOGETHER. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. **OVERTYPE** WITH THE WORDS "INTENTIONALLY DELETED."

EXAMPLE: 2.05 INTENTIONALLY DELETED

TO DELETE A SUB-PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE SUB-PARAGRAPH TEXT. (**NOTE**: DO NOT SELECT THE PARAGRAPH NUMBER, LETTER, OR TITLE, **IF ANY**.) **DELETE** THE TEXT BY CLICKING ON THE "DELETE" KEY.
2. CHANGE LETTERING OR NUMBERING AS NECESSARY.

TO MODIFY ALL OR PART OF A PARAGRAPH—

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

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

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

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

TO ADD SECURITY REQUIREMENTS

ATTACH THE APPROPRIATE DOCUMENT TITLED SECURITY REQUIREMENTS AFTER CONSULTING WITH FPS AND THE AGENCY TO DETERMINE THEIR SPECIFIC REQUIREMENTS USING THE APPROPRIATE FACILITY SECURITY LEVEL (FSL) I OR II. FOR ACTIONS 10,000 RSF OR LESS, DO NOT CONTACT FPS BUT INSTEAD USE FSL I UNLESS CLIENT AGENCY REQUESTS A HIGHER LEVEL. IF THE AGENCY REQUIRES A HIGHER FSL, THE RESPONSIBLE PBS ASSOCIATE SHOULD REACH OUT TO FPS TO CONFIRM THAT THIS HIGHER FSL IS APPROPRIATE.

NOTE: FOR SUCCEEDING OR SUPERSEDING LEASES AT THE CURRENT LOCATION, THE ISC REQUIREMENTS ARE NOT REQUIRED, BUT ARE RECOMMENDED. THE LEASING SPECIALIST MUST CONSULT WITH THE TENANT AGENCY TO DETERMINE THE APPROPRIATE SECURITY COUNTERMEASURES, IF ANY.

****

THE FOLLOWING INSTRUCTIONS APPLY TO SLAT MODEL ONLY:

- **THIS MODEL USES SAM.GOV TO ISSUE THE RLP THROUGH THE ADVERTISEMENT**

- **THIS MODEL UTILIZES A 2 STEP OFFER PROCESS SIMILAR TO AAAP – OFFERORS SUBMIT A PRICE OFFER FIRST AND THE LOWEST OFFEROR SUBMITS DUE DILIGENCE DOCUMENTS AFTER**
- **THIS MODEL CAN ONLY BE USED FOR AVERAGE NET ANNUAL RENT THAT IS AT OR BELOW SIMPLIFIED LEASE ACQUISITION THRESHOLD (SLAT)**
- **THIS MODEL CAN ONLY BE USED FOR FSL LEVEL 1 AND 2**
- **THIS MODEL CAN ONLY BE USED WITH THE LOWEST PRICE TECHNICALLY ACCEPTABLE SELECTION METHOD**
- **THIS MODEL CANNOT BE USED IF OFFERS FOR NEW CONSTRUCTION ARE ANTICIPATED**
- **THIS MODEL UTILIZES DIGITAL SIGNATURE AS THE DEFAULT METHOD OF SIGNING THE LEASE CONTRACT**
- **THIS MODEL UTILIZES RSAP AS THE DEFAULT METHOD OF ACCEPTING OFFERS**

IF THE LCO INTENDS TO ACCEPT OFFERS THROUGH PAPER OR EMAIL METHODS, REPLACE PARAGRAPH 3.02 WITH THE FOLLOWING TEXT

A. TRADITIONAL METHOD – PAPER E-MAIL:

1. 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.

2. IN ORDER TO BE CONSIDERED FOR AWARD, OFFERS CONFORMING TO THE REQUIREMENTS OF THE RLP SHALL BE RECEIVED IN ONE OF THE FOLLOWING WAYS:

A) NO LATER THAN [TIME] [TIME ZONE] ON THE DATE SPECIFIED BELOW AT THE FOLLOWING DESIGNATED OFFICE AND ADDRESS:

DATE:

OFFICE:

ADDRESS:

B) NO LATER THAN [TIME] [TIME ZONE] ON THE DATE SPECIFIED BELOW AT THE FOLLOWING EMAIL ADDRESS:

DATE:

EMAIL ADDRESS:

3. 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.

4. 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.

5. OFFERS DELIVERED THROUGH ANY MEANS AUTHORIZED BY THE RLP 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.

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THE SLAT RLP AND LEASE TEMPLATES (GSA TEMPLATE R100A AND L100A) REPLACES THE FOLLOWING LEASE MODEL DOCUMENTS:

- **GSA TEMPLATES R101A AND L201A (SIMPLIFIED MODEL)**

ALL PARAGRAPHS ARE STANDARDIZED FOR THIS MODEL AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING. MANDATORY PARAGRAPHS MAY BE ALTERED AT THE DISCRETION OF THE LCO ONLY AFTER CONSULTATION WITH REGIONAL COUNSEL AND THE APPROPRIATE SUBJECT MATTER EXPERT, E.G., REGIONAL FIRE PROTECTION ENGINEER, REGIONAL ENVIRONMENTAL QUALITY ADVISOR, REGIONAL HISTORIC PRESERVATION OFFICER, BUT THE MANDATORY PARAGRAPHS MUST CONTAIN SUBSTANTIALLY THE SAME INFORMATION.

TYPE IN RLP NO. AND DATE. EDIT FOOTERS TO INCLUDE RLP NO.

REQUEST FOR LEASE PROPOSALS NO. XXXXXXX

[DATE]
SLAT RLP GSA TEMPLATE R100A (October 2024)

SECTION 1 STATEMENT OF REQUIREMENTS

ACTION REQUIRED: THERE ARE TWO VERSION OF SUB-PARAGRAPH A.
VERSION 1: CHOOSE THIS FIRST VERSION OF SUB-PARAGRAPH A FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS WHERE IT HAS BEEN DETERMINED TO BE IN THE BEST INTEREST TO CONVEY THE APPEARANCE OF COMPETITION.

1.01 GENERAL INFORMATION (SLAT) (OCT 2023)

ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF SUB-PARAGRAPH. DELETE ALTERNATE VERSION.

VERSION 1: USE FOR COMPETITIVE ACTIONS OR FOR SOLE SOURCE ACTIONS WHERE THE LCO DETERMINES THAT DISCLOSURE TO THE CURRENT LESSOR OF THE SOLE SOURCE NATURE OF THE PROCUREMENT IMPOSES UNDUE FINANCIAL RISK UPON THE GOVERNMENT.

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 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.

VERSION 2: USE FOR NON-COMPETITIVE SUCCEEDING OR SUPERSEDING LEASE ACTIONS AT THE CURRENT LOCATION.

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Succeeding or Superseding Lease where the Government is currently in occupancy and possession of the leased Premises. Unless otherwise noted, the Government will accept the leased Premises in their current condition, with the exceptions outlined in the RLP documents. The Government will evaluate the proposal conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease subject to the conditions below.

==========

B. Included in the RLP documents is a lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled “Definitions and General Terms” shall apply to the terms of this RLP.

C. Do not attempt to complete the lease template. GSA will transcribe the successful Offeror’s final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. 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. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

E. 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.

ACTION REQUIRED: INPUT THE REQUIREMENTS BELOW, INCLUDING REQUIRED ABOA SF AND PARKING. ADD OR DELETE ITEMS AS NEEDED.

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

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

CITY, STATE	
AREA OF CONSIDERATION	
SPACE TYPE(S)	
MINIMUM SQ. FT. (ABOA)	
MAXIMUM SQ. FT. (ABOA)	
RESERVED PARKING SPACES (TOTAL)	
RESERVED PARKING SPACES (SURFACE)	
RESERVED PARKING SPACES (STRUCTURE)	
INITIAL FULL TERM	
INITIAL FIRM TERM	
TERMINATION RIGHTS	
OPTION TERM	
ADDITIONAL REQUIREMENTS	

ACTION REQUIRED: OPTIONAL PARAGRAPH
CHOOSE SUB-PARAGRAPH A, SUB-PARAGRAPH- B, BOTH A AND B, OR DELETE ALTOGETHER, DEPENDING UPON THE CHARACTERISTICS OF THE DELINEATED AREA. THIS MAY BE MODIFIED IF CONSIDERING BUILDINGS IN OTHER THAN A COMMERCIAL SETTING, I.E., MIXED USE.

LEASING CO/SPECIALIST MUST FILL IN THE PARKING VARIABLE, BELOW, WITH A REASONABLE AMOUNT, IN CONFORMANCE WITH LOCAL MARKET PRACTICE.

1.03 NEIGHBORHOOD AND PARKING (SLAT) (OCT 2021)

A. Neighborhood and Parking: Inside City Center. Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. Parking facilities with an adequate availability of parking spaces open to the general public to accommodate employees and visitors shall be located within the immediate vicinity of the Building but generally not exceeding a walkable **XX feet (RECOMMENDED: 2,640 FEET)** of the employee entrance of the offered Building as determined by the LCO. These parking facilities do not substitute for the required parking under Paragraph 1.02(C).

B. Neighborhood and Parking: Outside City Center. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on site shall at least meet current local code requirements, or, in the absence of a local code requirement, onsite parking shall be available at a ratio of one (1) space for every **XX** RSF of Space.

OPTIONAL SUB-PARAGRAPH
(SUBWAY, LIGHT RAIL, OR BUS SERVICE REQUIREMENTS)
NOTE: USE WHERE SUBWAY, LIGHT RAIL, OR BUS SERVICE EXISTS (REGARDLESS OF WHETHER OR NOT PUBLIC BUS SERVICE, STREETCAR, OR COMMUTER RAIL EXISTS).
NOTE: THIS SUB-PARAGRAPH REFLECTS THE OPTIMUM LEVEL OF TRANSIT.

C. Transit Accessibility. A subway, light rail, or bus stop shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 2,640 feet from the principal functional entrance of the building, as determined by the LCO.

ACTION REQUIRED: THE LIST OF ATTACHMENTS IS NOT COMPREHENSIVE. ADD OR DELETE ITEMS ON THE LIST AS APPROPRIATE FOR THE SPECIFIC TRANSACTION (E.G. SEISMIC OFFER FORMS)..
NOTE: EXHIBITS SHOULD BE LABELED WITH SEQUENTIAL LETTERS.
NOTE: SEE SEISMIC PARAGRAPH INSTRUCTIONS IN SECTION 2 TO DETERMINE WHETHER SEISMIC SUBMITTALS ARE REQUIRED.

1.04 LIST OF RLP DOCUMENTS (SLAT) (OCT 2023)

A. The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS-**XXP-LXXXXXXX** (Template L100A)		
Agency's Requirements		
Security Requirements for Level **XX**		
GSA 3516A, Solicitation Provisions		
GSA 3517A, General Clauses		
Proposal to Lease Space (GSA Form 1364)		
GSA Form 1217, Lessor's Annual Cost Statement		
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)		
Security Unit Price List [FOR TURNKEY BSAC ONLY]		
Seismic Offer Forms [FOR SEISMIC AREAS YELLOW AND RED ONLY]		
TI Unit Price List [FOR TURN-KEY ONLY]		
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment [ATTACHMENT IS MANDATORY BUT RESPONSE IS CONTINGENT UPON RESPONSE TO SAM ONLINE REPRESENTATION 52.204-26]		
Broker Commission Agreement [IF USING THE GSA BROKER CONTRACT]		

ACTION REQUIRED. SUB-PARAGRAPH B ONLY APPLIES FOR RLP PACKAGES POSTED ON CONTRACT OPPORTUNITIES MODULE IN SAM.GOV WHERE THE RLP PACKAGE INCLUDES A SENSITIVE ATTACHMENT THAT THE LCO PREFERS TO ISSUE MANUALLY INSTEAD OF LOCKING ACCESS TO THIS ATTACHMENT WITHIN THE SAM.GOV APPLICATION. OTHERWISE, DELETE.
IF CHOOSING THIS APPROACH, SUBSTITUTE A GENERIC ATTACHMENT WITHIN THE POSTED PACKAGE THAT DIRECTS OFFERORS TO CONTACT THE GOVERNMENT TO OBTAIN THE INFORMATION.
NOTE: IN THE EVENT THAT FUTURE POLICY MANDATES THE POSTING OF RLP PACKAGES ON SAM.GOV, LCOS MAY NOT USE THIS APPROACH TO EXCLUDE POSTING OF THE RLP ITSELF OR NON-SENSITIVE RLP ATTACHMENTS.

B. In addition to the documents identified above, this RLP package includes additional agency requirements containing sensitive information that is only available to Offerors upon request to the LCO or Alternate Government Contact as listed under Section 1 of this RLP.

1.05 LEASE DESCRIPTION (SLAT) (MAY 2025)

A. Offeror shall examine the Lease template included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

C. Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.

ACTION REQUIRED: THERE ARE TWO VERSIONS OF SUB-PARAGRAPH D. DELETE ALTERNATE VERSIONS.
VERSION 1: IF USING TI ALLOWANCE PRICING.
NOTE: IF SEEKING OFFERS THAT ARE NOT FULLY-SERVICED, REVISE REFERENCE TO "FULLY SERVICED LEASE" UNDER FIRST SENTENCE, AS MACRO WILL NOT CHANGE THIS TEXT.

D. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated will the Lessor be released

to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

VERSION 2: IF USING TI TURNKEY PRICING; WITH DIDS PREPARED BY LESSOR **AFTER** AWARD.
NOTE: IF SEEKING OFFERS THAT ARE NOT FULLY-SERVICED, REVISE REFERENCE TO "FULLY SERVICED LEASE" UNDER FIRST SENTENCE, AS MACRO WILL NOT CHANGE THIS TEXT.

D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades**.** Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor shall design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of 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 TI requirements, subject to the Lessor's right to receive compensation for such changes.

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E. The security pricing process is described in a separate paragraph.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI and/or BSAC alterations, the Government shall withhold TI and/or BSAC rent pursuant to Section 1 of the Lease until such time as the TI and/or BSAC is completed and accepted by the Government. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.

G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease template and in the GSA **3517A**, Solicitation Provisions, and will be made part of the Lease.

ACTION REQUIRED: INSERT INFORMATION FOR LCO AND ALTERNATE GOVERNMENT CONTACT.

1.06 AUTHORIZED REPRESENTATIVES (OCT 2020)

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. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

Lease LCO:

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

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

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

ACTION REQUIRED: INCLUDE THIS PARAGRAPH ONLY IF THE BROKER CONTRACT WAS USED. OTHERWISE, DELETE.

1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)

A. For the purposes of this RLP, [TYPE IN NAME OF BROKER] _____ (the Broker) is the authorized contractor real estate broker representing GSA. 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. 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 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. The Offeror shall enter the commission amounts for its representative and the amount to GSA's Broker in blocks 31a and 31b respectively on GSA Form 1217, Lessors Annual Cost Statement. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

B. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker's Company may represent both GSA and another Offeror under this lease action. By submitting an offer, the Offeror acknowledges the 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 request written acknowledgement statements from all Offerors.

C. 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. Commissions and/or credits shall be treated as confidential financial information and Offerors will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the GSA LCO.

D. 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.

1.08 PRICING OF SECURITY REQUIREMENTS (OCT 2022)

A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

ACTION REQUIRED: SELECT THE APPROPRIATE SUB-PARAGRAPH B. DELETE ALTERNATE VERSION.
VERSION 1: (FOR FSL I AND FIXED BSAC TURNKEY PRICING BEFORE AWARD)
ACTION REQUIRED: FOR FSL I ONLY, KEEP FIRST SENTENCE OF SUB-PARAGRAPH B AND DELETE THE REMAINDER OF SUB-PARAGRAPH B, WHICH DISCUSSES THE SECURITY UNIT PRICE LIST. FOR FIXED BSAC PRICING, KEEP ALL OF SUB-PARAGRAPH B.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she shall amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent.

VERSION 2: (FOR BSAC PRICING BASED ON PLACEHOLDER DOLLAR ESTIMATE; ACTUAL PRICING AFTER AWARD
ACTION REQUIRED: INCLUDE SUB-PARAGRAPH B FOR FSL II, III OR IV, UNLESS SEEKING BSAC TURNKEY PRICING; DELETE FOR FSL I.

B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the Building Specific Amortized Capital (BSAC). The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation. The Lessor shall design and build the BSAC and will be compensated for BSAC costs, together with design and project management fees to be set under the Lease.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

NOTE: THIS PARAGRAPH DEFAULTS TO A NAICS CODE OF 531120 LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES), WHICH APPLIES TO COMMERCIAL OFFICE BUILDINGS. THE "EXCEPTION" INDICATES THIS IS LEASING OF BUILDING SPACE TO THE FEDERAL GOVERNMENT BY OWNERS.
ACTION REQUIRED: REVISE NAICS CODE IF SEEKING THE FOLLOWING:
- SELF-STORAGE #531130 (EXCEPTION)
- LAND #531190 (EXCEPTION)
- RESIDENTIAL #531110 (EXCEPTION)

1.09 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 HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SLAT) (OCT 2020)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, GSA may request the Offeror to provide a test fit layout at the Offeror's expense.

ACTION REQUIRED: PARAGRAPH DEFAULTS TO A "BASE" STANDARD OF "1-PERCENT-ANNUAL-CHANCE" FLOODPLAIN DESIGNATION (FORMERLY REFERRED TO AS "100-YEAR" FLOODPLAIN). IF AGENCY DESIGNATES THIS AS A CRITICAL ACTION (DEFINED AS ANY ACTIVITY OR ACTION FOR WHICH EVEN A SLIGHT CHANCE OF FLOODING WOULD BE TOO GREAT), USE "0.2-PERCENT-ANNUAL-CHANCE" [TWO-TENTHS OF A PERCENT] FLOODPLAIN (FORMERLY REFERRED TO AS "500-YEAR" FLOODPLAIN) INSTEAD. EXAMPLES OF CRITICAL ACTIONS INCLUDE, BUT ARE NOT LIMITED TO: STORAGE OF IRREPLACEABLE RECORDS; STORAGE OF VOLATILE, TOXIC, OR WATER-REACTIVE MATERIALS; CONSTRUCTION OR OPERATION OF HOSPITALS AND SCHOOLS; CONSTRUCTION AND OPERATION OF UTILITIES AND EMERGENCY SERVICES THAT WOULD BE INOPERATIVE IF FLOODED; STORAGE OF NATIONAL STRATEGIC AND CRITICAL MATERIALS; ACQUISITION OF HEALTH FACILITIES FOR CLIENT AGENCIES; CHILD CARE FACILITIES; AND PUBLIC BENEFIT CONVEYANCES FOR SCHOOLS, PRISONS, AND SOME OTHER INSTITUTIONAL USES.
ACTION REQUIRED: PER FLOODPLAIN MANAGEMENT DESK GUIDE ISSUED NOVEMBER 2023 (HTTPS://WWW.GSA.GOV/DIRECTIVES-LIBRARY/FLOODPLAIN-MANAGEMENT-1), IF NEW CONSTRUCTION, USE THE FEDERAL FLOOD RISK MANAGEMENT STANDARD (FFRMS) FLOODPLAIN (ESTABLISHED BY EITHER OF THESE METHODS: CLIMATE INFORMED SCIENCE APPROACH, FREEBOARD VALUE APPROACH, OR 0.2-PERCENT-ANNUAL-CHANCE FLOOD APPROACH). CONSULT THE REGIONAL NEPA PROGRAM MANAGER TO OBTAIN THE APPROPRIATE FLOODPLAIN.

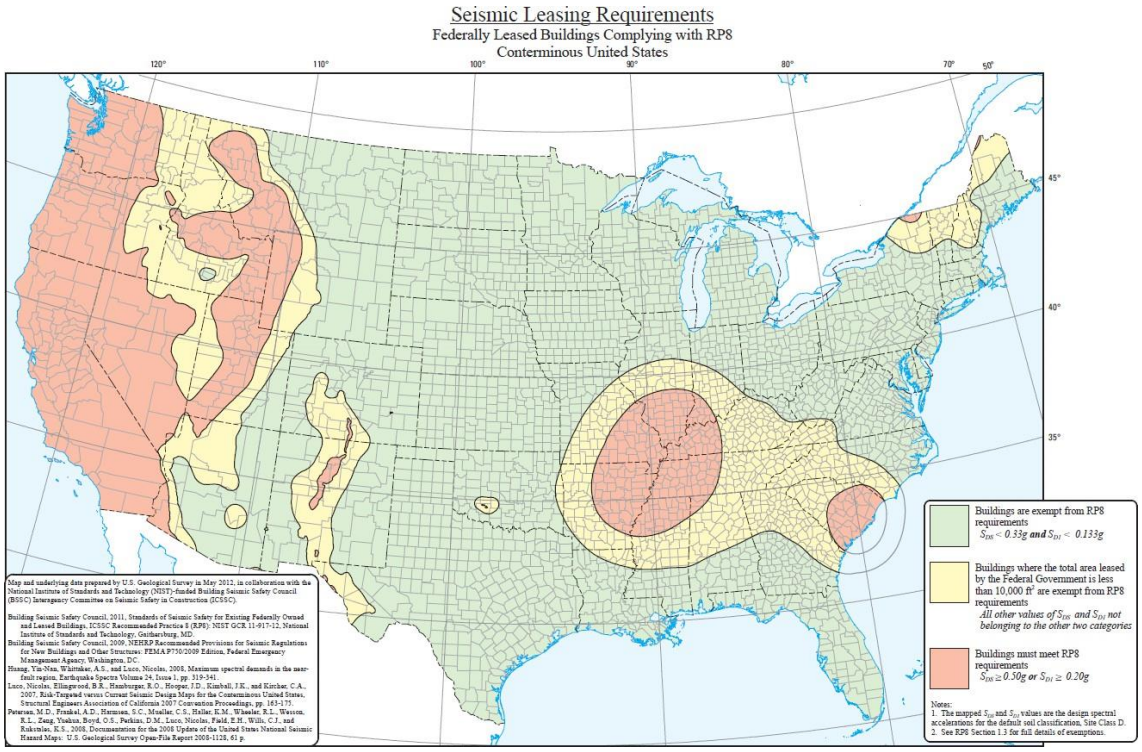
2.02 FLOOD PLAINS (OCT 2022)

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.

In addition, a Lease will not be awarded for any offered Property adjacent to a 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.
THE FOLLOWING ARE EXEMPT FROM THE SEISMIC STANDARDS AND ALL SEISMIC LEASING PARAGRAPHS, AND THE ATTACHMENTS CAN BE DELETED:

- THE LEASE IS FOR LESS THAN FIVE (5) YEARS,
- THE LEASE IS FOR BUILDING STRUCTURES THAT ARE INTENDED ONLY FOR INCIDENTAL HUMAN OCCUPANCY (OCCUPIED BY PEOPLE FOR TWO HOURS OR LESS PER DAY),
- DETACHED ONE- AND TWO-FAMILY DWELLINGS LOCATED WHERE S_{DS} < 0.4 G. (CHECK WITH THE REGIONAL SEISMIC ENGINEER TO DETERMINE THE SEISMICITY OF THE DELINEATED AREA), OR
- THE DELINEATED AREA IS IN THE GREEN AREA (LOW AND VERY LOW SEISMICITY) IN THE SEISMIC LEASING REQUIREMENTS MAP

- (SEE BELOW FOR MAP AND ADDITIONAL INSTRUCTIONS).



THE ABOVE MAP DESIGNATES THE LEASING SEISMIC AREAS.

LOCATE THE DELINEATED AREA ON THE RP8 SEISMICITY EXEMPTION MAP, WHICH IS AVAILABLE AT https://www.gsa.gov/system/files/RP8%20Seismicity%20Exemption%20Map.pdf. IF IT IS CLEARLY IN THE GREEN, YELLOW, OR RED AREAS, FOLLOW THE INSTRUCTIONS BELOW. IF THE LOCATION IS CLOSE TO A BORDER OF TWO AREAS, CONTACT THE REGIONAL SEISMIC ENGINEER FOR ASSISTANCE WITH DETERMINING WHICH AREA THE BUILDING IS LOCATED IN.

GREEN AREA

IF THE DELINEATED AREA LIES IN AN AREA OF LOW AND VERY LOW SEISMICITY, THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF RP 8.

ACTION REQUIRED: DELETE THE FOLLOWING PARAGRAPHS FROM THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION – MODERATE SEISMICITY
- SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH SEISMICITY

DO NOT ATTACH THE OFFER FORM PACKAGE, SEISMIC REQUIREMENTS, TO THE RLP/LEASE OFFER PACKAGE.

YELLOW AREA

IF THE DELINEATED AREA LIES IN AN AREA OF MODERATE SEISMICITY, THE PROJECT IS SUBJECT TO THE REQUIREMENTS OF RP 8. THE ONE EXCEPTION IS THAT A BUILDING CONTAINING LESS THAN 10,000 ABOA SF RENTED BY THE GOVERNMENT IS EXEMPT. BECAUSE THE FEDERAL GOVERNMENT, INCLUDING GSA, AGENCIES WITH DELEGATED AUTHORITY, OR AGENCIES WITH STATUTORY AUTHORITY, MAY HAVE OTHER ONGOING PROCUREMENTS OR EXISTING LEASES IN THE DELINEATED AREA, OFFERORS MUST REPRESENT THAT, IF AWARDED THIS LEASE, THE OFFERED BUILDING WILL HAVE LESS THAN 10,000 ABOA SF OF SPACE LEASED TO THE FEDERAL GOVERNMENT. THIS IS COVERED IN THE MODERATE SEISMICITY PARAGRAPH, SUB-PARAGRAPH B.1.

ACTION REQUIRED:
INCLUDE IN THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION – MODERATE SEISMICITY
-

DELETE FROM THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH SEISMICITY

ACTION REQUIRED: ATTACH THE OFFER FORM PACKAGE, SEISMIC REQUIREMENTS, TO THE RLP/LEASE OFFER PACKAGE:

RED AREA

IF THE DELINEATED AREA LIES IN AN AREA OF HIGH AND VERY HIGH SEISMICITY, THE PROJECT IS SUBJECT TO THE REQUIREMENTS OF RP 8. THE ONE EXCEPTION IS THAT A ONE-STORY BUILDING OF STEEL LIGHT FRAME OR WOOD CONSTRUCTION WITH LESS THAN 3,000 ABOA SF OF SPACE IN THE BUILDING IS EXEMPT. THIS IS COVERED IN THE HIGH SEISMICITY PARAGRAPH, SUB-PARAGRAPH B.1.

ACTION REQUIRED: DELETE THE FOLLOWING FROM THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION – MODERATE SEISMICITY

INCLUDE IN THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH SEISMICITY

ACTION REQUIRED: ATTACH THE OFFER FORM PACKAGE, SEISMIC REQUIREMENTS, TO THE RLP/LEASE OFFER PACKAGE:

NOTE: IN ACCORDANCE WITH THE EARTHQUAKE HAZARDS REDUCTION ACT OF 1977.

2.03 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.

NOTE: IN ACCORDANCE WITH THE EARTHQUAKE HAZARDS REDUCTION ACT OF 1977.

2.04 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/.

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.

NOTE: IN ACCORDANCE WITH THE ENERGY INDEPENDENCE AND SECURITY ACT (EISA) OF 2007.

2.05 ENERGY INDEPENDENCE AND SECURITY ACT (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. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term “most recent year” means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2023, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2024. Notwithstanding the above, buildings that meet any of the following are considered as equivalent to having an Energy Star label in the most recent year, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government:

1. All new Buildings being specifically constructed for the Government, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government, and received the “Designed to Earn the Energy Star®” certification prior to construction;

2. All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy;

3. Newly built Buildings that have used Energy® Star’s Target Finder tool and either achieved a “Designed to Earn the Energy Star®” certification or received an unofficial score (in strict adherence to Target Finder’s usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; or

4. An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star’s® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year.

C. Subject to subparagraph D below, EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;

2. The agency will remain in a Building it currently occupies;

3. 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

4. The Lease is for 10,000 RSF or less.

D. 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 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 (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS) /Monitoring/Control System (EMCS).

2. Lighting Improvements.

3. Building Envelope Modifications.

E. 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.

F. Instructions for obtaining an ENERGY STAR® Label are provided at HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/ (use "Portfolio Manager" to apply). The ENERGY STAR® Building Upgrade Manual HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/) and Building Upgrade Value Calculator (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. 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 due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. 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.

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

ACTION REQUIRED: USE SUB-PARAGRAPH K ONLY FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT THE CURRENT LOCATION. OTHERWISE, DELETE.

K. As part of the cost effective upgrades specified under sub-paragraph D above, existing lighting systems must be upgraded to meet or exceed the stated lighting specifications in the Lease unless, with respect to upgrades otherwise in excess of the minimum stated requirements, Offeror can demonstrate, using the Building Upgrade Value Calculator discussed above, that such additional upgrades are not cost effective over the Firm Term of the Lease.

ACTION REQUIRED: INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL ENVIRONMENTAL QUALITY ADVISOR OR THE REGIONAL NEPA PROGRAM MANAGER. APPLICABLE SITUATIONS INCLUDE:

- OFFERS INVOLVING NEW CONSTRUCTION OR GROUND DISTURBING ACTIVITY (THIS REFERS TO EXCAVATION AND DOES NOT INCLUDE BUILDING MAINTENANCE ACTIVITIES SUCH AS LANDSCAPING).
- SUBSTANTIAL CHANGE IN BUILDING USE THAT WOULD AFFECT NEIGHBORHOOD TRAFFIC PATTERNS.
- PRIOR USE OF SPACE WAS NOT GENERAL PURPOSE OFFICE-TYPE OCCUPANCY AND THERE WAS A POTENTIAL FOR THE PRESENCE OF HAZARDOUS SUBSTANCES.

OTHERWISE, DELETE.

2.06 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023)

A. Environmental Due Diligence.

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-21 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-21. Failure to submit the required study may result in dismissal from consideration.

2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

B. National Environmental Policy Act.

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision-making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities

under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government.

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.

6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

ACTION REQUIRED: INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL HISTORIC PRESERVATION OFFICER, WHEN ANTICIPATING OFFERS THAT COULD EITHER AFFECT HISTORIC PROPERTIES (FOR EXAMPLE, ANY LEASE IN A HISTORIC BUILDING OR DISTRICT) OR INVOLVE GROUND DISTURBING ACTIVITY (FOR EXAMPLE, EXCAVATION). OTHERWISE, DELETE.

2.07 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/.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SLAT) (OCT 2020)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below. The Government will evaluate the offers received as outlined below and further described in this section.

Step 1: Offer Submittal
Offeror shall submit an offer using the instructions in paragraph 3.02 Receipt of Lease Proposals (SLAT) and 3.03 Step 1: Offer Submittal (SLAT). The LCO will evaluate the offers that are received by the due date identified for submission of offers in this RLP. The LCO may elect to proceed based on initial offers or to conduct negotiations in accordance with paragraph 4.01 Negotiations (SLAT). The Offeror whose offer is identified as the apparent lowest priced offer and is otherwise responsive to the terms identified in the solicitation will proceed to step 2. Proceeding to step 2 does not constitute award of a contract.

Step 2: Due Diligence
The Offeror with the apparent lowest priced offer shall be notified by the LCO and requested to submit the information requested in paragraph 3.04 Step 2: Due Diligence - Additional Submittals (SLAT), in addition to signing the Lease form which will be completed with the details of the Offeror's price submittal. No further discussions will occur between the Government and the apparent lowest priced offeror regarding the Additional Submittals.

Should the Offeror submitting the apparent lowest priced offer fail to complete any of the requirements of the solicitation or, upon further review be found to not meet the requirements of the solicitation during any part of the evaluation process, the LCO will consider other offers received in response to the solicitation.

Building Tour
As part of the Government's due diligence review of the offer, the LCO may notify the Offeror of the date and time for the Government to physically tour the building.

Award
Upon completion of the Government's review of the apparent lowest priced offer's Due Diligence – Additional Submittals and a determination that the offer meets the requirements of the solicitation, the LCO will counter-sign the Lease document and furnish notification of execution to the Offeror. This execution and notification by the LCO shall constitute award of a contract.

ACTION REQUIRED: ENTER APPROPRIATE INFORMATION BELOW, INCLUDING TIME AND TIME ZONE. MUST MATCH COVER PAGE. THIS MODEL USES THE REQUIREMENT SPECIFIC ACQUISITION PLATFORM (RSAP) AS THE DEFAULT METHOD TO ACCEPT OFFERS. IF THE LCO INTENDS TO ACCEPT OFFERS OUTSIDE OF RSAP THIS PARAGRAPH MUST BE REPLACED WITH THE "NON-ELECTRONIC" VERSION OF SUB-PARAGRAPH A FOR RECEIPT OF OFFERS THROUGH EMAIL OR PAPER SUBMISSION. THIS CLAUSE IS LOCATED IN THE BLUE TEXT INSTRUCTIONS ABOVE THE TABLE OF CONTENTS

3.02 RECEIPT OF LEASE PROPOSALS (SLAT) (OCT 2024)

Online method - Submission through the Requirement Specific Acquisition Platform (RSAP):

A. Unless otherwise authorized by the LCO or his/her designated representative, offers may only be submitted electronically to GSA using the Requirement Specific Acquisition Platform (RSAP) located at https://leasing.gsa.gov. RSAP enables Offerors to electronically offer space for lease to the Federal Government. The offer submission process is web-enabled, allowing all registered participants to submit and update offers to lease space to the Government in response to a single RLP for a specific space requirement.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be submitted through LOP/RSAP no later than **[date], [time] [time zone]**.

C. Offerors must submit all documentation identified in this RLP using RSAP. RSAP generates the Lessor's Annual Cost Statement (GSA Form 1217) and Proposal to Lease Space (GSA Form 1364) based on the Offeror's inputs to the online workflow. These auto-populated forms are available for review on the attachments page of the RSAP workflow and are automatically included as part of the offer upon submission; there is no need for the Offeror to manually complete the attached blank version of these two forms. Offerors can revise the auto-generated GSA Form 1217 and/or GSA Form 1364 by changing the inputs to the online workflow. Any subsequent revisions to offer documents must be submitted through RSAP. There is no paper-based submission process under this RLP and paper submissions will not be considered, unless otherwise authorized by the LCO.

3.03 STEP 1: OFFER SUBMITTAL (SLAT) (OCT 2023)

Offeror shall provide the following information:

A. **Price Offer**

1. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.

2. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:

   a. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).

   b. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.

   c. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities for ABOA and RSF, respectively. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.

   d. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.

   e. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.

   f. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.

   g. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. NOTE: Refer to the Lease document for additional guidance.

   h. Adjustment for Vacant Leased Premises. NOTE: Refer to the Lease document for additional guidance.

   ACTION REQUIRED: ONLY INCLUDE SUB-PARAGRAPH BELOW CONCERNING BUILD OUT FEES WHEN CHOOSING TI ALLOWANCE PRICING. DELETE FOR TI TURNKEY PRICING.

   i. Lessor's Fees to complete Tenant Improvements and Building Specific Amortized Capital (BSAC). Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements and BSAC, if applicable. State the basis for determining each component, (e.g., flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.

   j. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

   k. Compensation (expressed as %) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 26.b., and if GSA is using a Tenant Representative Broker, compensation (expressed as %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 26.a.

   l. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

   ACTION REQUIRED: INCLUDE SUB-PARAGRAPH FOR BSAC TURNKEY PRICING BEFORE AWARD). OTHERWISE.

3. Security Unit Price List. The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements, or BSAC. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

ACTION REQUIRED: INCLUDE SUB-PARAGRAPH FOR TI TURNKEY PRICING WITH POST-AWARD DIDS. OTHERWISE, DELETE.

4. TI Unit Price List

ACTION REQUIRED: FOR BROKER PROJECTS, G-REX CONTAINS A TEMPLATE FOR THE BROKER COMMISSION AGREEMENT. THIS TEMPLATE MUST BE INCLUDED AS AN RLP ATTACHMENT, AND BE INCLUDED WITH THE DOCUMENTS THAT COMPRISE AN OFFEROR'S INITIAL OFFER.

5. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217

B. Initial Documentation. As part of the Step 1 offer submission process, Offerors must submit the following:

1. Scaled floorplans of the offered Space(s)

2. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

3. 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.

4. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.

5. Additional offeror attachments, such as the Acknowledgements of Multiple Representation (by broker or agent).

6. Riders, Clarifications to Offer, Exceptions to Offer and other additions, deletions, or changes to the terms of the RLP may not be accepted by the Government and may cause the Offeror to be excluded from further consideration.

ACTION REQUIRED: INCLUDE THIS SUB-PARAGRAPH IF THE LCO WANTS THE OFFERORS TO INCLUDE EVIDENCE OF SEISMIC COMPLIANCE IN STEP 1. THIS IS RECOMMENDED IN AREAS WHERE SEISMIC COMPLIANCE IS A CONCERN. DELETE THIS ITEM IF THE DOCUMENTATION WILL BE REQUIRED IN STEP 2.

7. If applicable, evidence of seismic safety compliance as required in Section 2 of this RLP.

ACTION REQUIRED: INCLUDE SEISMIC COMPLIANCE IN THE TABLE BELOW IF REQUIRED IN STEP 1. DELETE IF REQUIRED IN STEP 2 OR NOT REQUIRED AT ALL. REMOVE DOCUMENTS THAT ARE NOT APPLICABLE AND REMOVE FROM 3.03 ABOVE

STEP 1: PRICE SUBMITTAL LIST OF DOCUMENTS
Proposal to Lease Space (GSA Form 1364)
Lessor's Annual Cost Statement (GSA Form 1217)
Scaled Floorplan showing the offered Space
Parking Plan
Authorization to submit offer on behalf of ownership (if Offeror is not the owner)
Fully executed copy of contract to acquire an interest in the Property (if Offeror is not the owner)
Evidence of seismic compliance
Security Unit Price List [FSL II ONLY]
TI Unit Price List [TURNKEY ONLY]
Commission Agreement [BROKER PROJECTS ONLY]

3.04 STEP 2: DUE DILIGENCE - ADDITIONAL SUBMITTALS (SLAT) (OCT 2024)

If identified as the apparent lowest priced Offeror, the LCO will request the following items which shall be submitted in a timely manner as determined by the LCO:

A. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell, TI, and BSAC improvements. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.

NOTE: THE DEFAULT LANGUAGE PROVIDES THE LCO WITH THE ABILITY TO AWARD THE LEASE TO A PROPERTY THAT DOES NOT CURRENTLY MEET THE PROPER ZONING REQUIREMENTS IF THE OFFEROR PROVIDES A PLAN FOR HOW THEY WILL MEET THE ZONING REQUIREMENTS PRIOR TO CONSTRUCTION. THE PLAN SHOULD BE INCORPORATED INTO THE LEASE AND THE REQUIREMENT FOR PROOF OF SUCCESSFUL RE-ZONING SHOULD BE ADDED TO THE LEASE PARAGRAPH "ADDITIONAL POST-AWARD FINANCIAL ND TECHNICAL DELIVERABLES."

ALTERNATIVELY, THE LCO MAY MODIFY THE PARAGRAPH TO DELETE THE LAST SENTENCE AND REQUIRE THAT ZONING REQUIREMENTS MUST BE MET PRIOR TO LEASE AWARD.

B. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.

C. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long- term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.

D. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:

1. Corporation. Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.

2. Partnership. Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.

3. Limited Liability Company. Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.

4. Joint Venture. Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.

E. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, 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 (NRHP) 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(NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at WWW.NPS.GOV/NR.

F. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to communicate with the owner directly.

G. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in sub-paragraph 1, unless the Building meets either exemption in sub-paragraph 2 or 3 below.

1. FPLS Submittal Information.

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

b. 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).

c. 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).

d. 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, 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 must be provided.

2. 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 FPLS Submittal Information listed in sub-paragraph 1 above.

3. 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 sub-paragraph 1 above.

ACTION REQUIRED: REMOVE H. IF TAX ADJUSTMENTS ARE NOT INCLUDED IN THE RLP AND LEASE FOR THIS PROJECT

H. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

I. The architectural plans for modernization if the offered Building is not a modern office Building.

J. A current asbestos management plan or operations and management plan, along with a current reinspection report (performed within the past 5 years), if the offered Building contains asbestos-containing materials.

K. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs a through e noted below:

1. All 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.

2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.

3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.

4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

5. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

L. A statement as to whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

ACTION REQUIRED: INCLUDE THE FOLLOWING SUB-PARAGRAPH IF CONSIDERING LEASES WHICH ARE NET OF UTILITIES. OTHERWISE, DELETE.

M. Information required under paragraph entitled "UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN."

N. No later than the Lease Award Date, the Offeror must submit to the LCO:

1. The Offeror must have an active registration in the System for Award Management (SAM) via the internet at HTTPS://WWW.SAM.GOV. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

2. Energy Star Documentation.

a. Evidence of an Energy Star® label obtained within the 12 months prior to the Lease Award Date,

b. Offerors falling under a statutory exception must also indicate prior to the Lease Award Date what cost effective energy efficiency and conservation improvements they are proposing to make.

c. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," 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.

d. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

ACTION REQUIRED: INCLUDE ITEM O IF THE LCO WANTS THE OFFERORS TO INCLUDE EVIDENCE OF SEISMIC COMPLIANCE IN STEP 2. THIS IS RECOMMENDED IN AREAS WHERE SEISMIC COMPLIANCE IS REQUIRED BUT MOST BUILDINGS ARE SEISMICALLY COMPLIANT. DELETE THIS ITEM IF THE DOCUMENTATION WILL BE REQUIRED IN STEP 1

O. If applicable, evidence of seismic safety compliance as required in Section 2 of this RLP.

P. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."

Q. If applicable, information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS."

NOTE: PER LA-20-11. RLP PACKAGE MUST INCLUDE FAR REPRESENTATION 52.204-24.
THE REQUIREMENT TO COMPLETE THIS REPRESENTATION IS DEPENDENT UPON OFFEROR'S RESPONSE TO THE SAM ONLINE REPRESENTATION 52.204-26.

R. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.

ACTION REQUIRED: TO BE INCLUDED IN CONJUNCTION WITH RLP PARAGRAPH ENTITLED "SWING SPACE – RLP" AND CORRESPONDING LEASE PARAGRAPH ENTITLED "SWING SPACE – LEASE" WHEN THE CURRENTLY OCCUPIED GOVERNMENT SPACE IS A POTENTIAL HOUSING SOLUTION FOR THE NEW PROCUREMENT AND ANTICIPATED RENOVATIONS ARE EXPECTED TO DISRUPT TENANT OPERATIONS. OTHERWISE, DELETE.

S. See Paragraph entitled "SWING SPACE – RLP" for additional submittal requirements, which include a swing space plan and swing space schedule.

ACTION REQUIRED: LCO SHOULD REVIEW THIS LIST AND UPDATE/REMOVE ANY ITEMS THAT ARE NOT APPLICABLE TO THE PROJECT. FOR EXAMPLE, REMOVE SEISMIC ITEM IS NOT APPLICABLE OR IF REQUIRED IN STEP 1

STEP 2: DUE DILIGENCE LIST OF DOCUMENTS
Evidence of funds
Evidence of zoning compliance
Evidence of ownership or control of the building
Required proof of signing authority
Evidence of historic preference eligibility (if applicable)
Agent disclosure representation (if applicable)
FPLS submittals as required above
Legal description of property
Architectural Modernization Plan (if applicable)
Asbestos Management Plan (if applicable)
CAD floor plans
Exclusive vending facilities statement
Building Operating Plan (if applicable)
Evidence of seismic compliance (if applicable)
Energy Star documentation (if applicable)
Environmental submittals (if applicable)
NHPA submittals (if applicable)
Telecommunication/Video-Surveillance representation (as applicable)

3.05 BUILDING TOUR (SLAT) (OCT 2020)

As part of its due diligence process, the Government may elect to conduct building tour(s) of any offered Property. Offerors should not construe, assume, or otherwise infer anything with respect to whether or not their Property is under consideration for Lease Award solely as a result of such tour(s).

3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SLAT) (OCT 2020)

ACTION REQUIRED: CHOOSE ONE OF THE FOUR VERSIONS OF SUB-PARAGRAPHS "A" AND DELETE THE OTHERS. THE FIRST TWO OPTIONS REFLECTS TI ALLOWANCE PRICING. THE SECOND TWO OPTIONS REFLECT TI TURNKEY PRICING.

ALLOWANCE OPTIONS (VERSIONS 1 AND 2):

VERSION 1: USE THIS FIRST VERSION OF SUB-PARAGRAPH A FOR MOST INSTANCES INVOLVING TI ALLOWANCE PRICING.

A. Tenant Improvement Allowance Pricing.
The TI Allowance is _____ per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

VERSION 2: USE THE SECOND VERSION OF SUB-PARAGRAPH A ONLY IN A COMPETITIVE LEASE ACTION WHERE THE CURRENT LESSOR IS EXPECTED TO SUBMIT AN OFFER AND THE AGENCY REQUIRES A SIGNIFICANTLY LOWER LEVEL OF BUILDOUT THAN WHAT WOULD BE REQUIRED AT A NEW LOCATION. AN AGENCY MAY ELECT TO APPLY A TI AMOUNT LESS THAN THEIR FULL ENTITLEMENT FOR THEIR CURRENT EXISTING LEASED SPACE. THE REDUCED TI ALLOWANCE MUST BE AGREED TO AND CONFIRMED WITH THE AGENCY IN AN A CPA OR OTHER PROJECT DOCUMENT PRIOR TO THE ISSUANCE OF THE RLP. IF THIS IS THE CASE, THE DIFFERENT TI RATES TO BE USED MUST BE DISCLOSED TO ALL OFFERORS AND CLEARLY NOTED IN THIS RLP. ONCE AGREED TO, THE AGENCY CANNOT ASK FOR THE REMAINDER OF THEIR ORIGINAL TI ENTITLEMENT. FOR FURTHER CLARIFICATION OF THIS OPTION, PLEASE CONSULT PRICING POLICY.

A. Tenant Improvement Allowance Pricing.
The TI Allowance for the existing leased Space is _____ per ABOA SF. The TI Allowance for other locations offered is _____ per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

TURNKEY OPTIONS (VERSIONS 3 AND 4):

VERSION 3: USE THIS THIRD VERSION OF SUB-PARAGRAPH A FOR TURNKEY TI PRICING IN A SUCCEEDING OR SUPERSEDING LEASE REQUIRING MINIMAL TI (E.G. PAINT AND/OR CARPET REFRESH)

A. The TIs for this requirement shall consist of the following:

☐ Repainting of the leased Premises in accordance with the "Painting — TI" paragraph in Section 5 of the Lease.

☐ Re-carpeting of the leased Premises in accordance with the "Floor Coverings and Perimeters" paragraph in Section 5 of the Lease.

☐ Other—See attached Scope of Work.

All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

VERSION 4: USE THIS FOURTH VERSION OF SUB-PARAGRAPH A FOR TURNKEY TI PRICING THAT EXCEEDS MINIMAL TI BUILDOUT (BEYOND PAINT AND CARPET REFRESH).

A. Tenant Improvement Turnkey Pricing.
An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration and all improvements shall meet the quality standards and requirements of this RLP and its attachments.

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B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

ACTION REQUIRED: USE THIS PARAGRAPH FOR FULLY-SERVICED LEASES (THE PREFERRED METHOD), AND DELETE THE PARAGRAPH THAT FOLLOWS. IF YOU USE THIS PARAGRAPH AND DELETE THE PARAGRAPH THAT FOLLOWS, ALSO DELETE THE PARAGRAPH "UTILITIES SEPARATE FROM RENTAL" IN THE LEASE.

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

ACTION REQUIRED: USE THIS PARAGRAPH IF THE SPACE IS NOT FULLY SERVICED (NET OF UTILITIES) AND DELETE THE PRECEDING PARAGRAPH. IF YOU USE THIS PARAGRAPH AND DELETE THE PRECEDING PARAGRAPH, ALSO DELETE THE PARAGRAPH "UTILITIES" IN THE LEASE.
NOTE: IF INCLUDING THIS PARAGRAPH, ADJUST THE LIST OF REQUIRED SUBMITTALS TO INCLUDE THE REQUIRED INFORMATION BELOW.

3.08 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)

The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date.

ACTION REQUIRED: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) II WHICH REQUIRES OFFERORS TO DETERMINE BSAC RENT BASED UPON AN ESTIMATED DOLLAR AMOUNT SUPPLIED BY THE GOVERNMENT. OTHERWISE, DELETE FOR FSL I OR WHEN SEEKING TURNKEY BSAC PRICING.
A**CTION REQUIRED:** THERE ARE 2 VERSIONS OF SUB-PARAGRAPH A
NOTE: AMORTIZED TI AND BSAC MAY NOT EXCEED THE HIGH END OF THE MARKET. IF THE INCLUSION OF THE BSAC AMOUNT IS ANTICIPATED TO PUSH THE RENT ABOVE THE HIGH END OF THE MARKET, REDUCE THE BSAC FIGURE BELOW AND OBTAIN AN RWA FOR THE DIFFERENCE.
NOTE: FOR SUCCEEDING OR SUPERSEDING LEASES AT THE CURRENT LOCATION, THE ISC REQUIREMENTS ARE NOT REQUIRED, BUT ARE RECOMMENDED. THE LEASING SPECIALIST MUST CONSULT WITH THE TENANT AGENCY TO DETERMINE THE APPROPRIATE SECURITY COUNTERMEASURES, IF ANY.

3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)

ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF SUBPARAGRAPH A. DELETE THE ALTERNATE VERSION.

VERSION 1: USE WHEN REQUIRING ALL OFFERORS TO USE SAME BSAC AMOUNT IN PREPARING THEIR OFFER.

ACTION REQUIRED: LEASING SPECIALIST MUST ENTER THE BSAC AMOUNT PRIOR TO ISSUING THE RLP. FOR FSL II, INSERT $12.00 PER ABOA SF. THIS NUMBER IS ESTIMATED BASED ON THE FSL.

A. Building Specific Amortized Capital Pricing.

The Building Specific Amortized Capital (BSAC) amount is _____ per ABOA SF. The BSAC shall be used for the build-out of security-related improvements in the Building in accordance with the Government-approved design intent drawings, if applicable. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

VERSION 2: USE ONLY IN A COMPETITIVE LEASE ACTION WHERE THE CURRENT LESSOR IS EXPECTED TO SUBMIT AN OFFER AND THE AGENCY REQUIRES A SIGNIFICANTLY LOWER LEVEL OF BSAC THAN WHAT WOULD BE REQUIRED AT A NEW LOCATION. THE REDUCED BSAC MUST BE AGREED TO AND CONFIRMED WITH THE AGENCY IN AN A CPA OR OTHER PROJECT DOCUMENT PRIOR TO THE ISSUANCE OF THE RLP. IF THIS IS THE CASE, THE DIFFERENT BSAC RATES TO BE USED MUST BE DISCLOSED TO ALL OFFERORS AND CLEARLY NOTED IN THIS RLP. ONCE ESTABLISHED, THE AMORTIZED BSAC AMOUNT CANNOT BE INCREASED.

FOR FURTHER CLARIFICATION OF THIS OPTION, PLEASE CONSULT PRICING POLICY.

ACTION REQUIRED: LEASING SPECIALIST MUST ENTER THE BSAC AMOUNT PRIOR TO ISSUING THE RLP. FOR CURRENT LOCATION, ENTER ESTIMATED BSAC AMOUNT. FOR OTHER LOCATIONS: INSERT $12.00 PER ABOA SF FOR FSL II. THIS NUMBER IS ESTIMATED BASED ON THE FSL.

A. Building Specific Amortized Capital Pricing.

The Building Specific Amortized Capital (BSAC) amount for the existing leased space is _____ per ABOA SF. The BSAC amount for other locations offered is _____ per ABOA SF. The BSAC shall be used for the build-out of security-related improvements in the Building in accordance with the Government-approved design intent drawings, if applicable. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The BSAC shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the security countermeasures. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. No costs associated with the building shell or TI shall be included in the BSAC pricing.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (SLAT) (OCT 2023)

A. The Government will evaluate offers and may 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 after the receipt of initial offers during Step 1: Offer Submittal if it is determined by the LCO to be necessary. Discussions with offerors, if they occur, will only take place during Step 1: Offer Submittal. 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. Once an apparent lowest priced offeror is identified during Step 1: Offer Submittal, the LCO will move on to Step 2: Due Diligence – Additional Submittals for only the apparent lowest priced offeror. Should the apparent lowest priced offeror fail to provide any of the Additional Submittals, or if any of the Additional Submittals do not meet the Government's requirements, the LCO will move on to the next identified lowest priced offeror. The LCO will not conduct further discussions with any identified apparent lowest priced offeror during Step 2: Due Diligence – Additional Submittals, concerning the Additional Submittals and will only be reviewing the Additional Submittals to verify that the Additional Submittals meet the Government's requirements.

B. Offerors who are not included in the competitive range will be notified in writing.

4.02 HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (SLAT) (OCT 2023)

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

4.03 AWARD BASED ON PRICE (OCT 2023)

A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.

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

C. 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.

4.04 PRESENT VALUE PRICE EVALUATION (OCT 2024)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

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. Also as stated in the "Broker Commission and Commission Credit" paragraph, 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. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be

both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

NOTE: 7.a REFERS TO "GOVERNMENT-PROVIDED SERVICES," WHICH ARE OPERATING EXPENSES BEING PROVIDED BY THE GOVERNMENT INSTEAD OF THE LESSOR. THIS ALLOWS FOR AN APPLES-TO-APPLES COMPARISON OF NET OFFERS AGAINST FULLY-SERVICED OFFERS.

a. For lease acquisitions where the Government is considering less than fully serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

b. The annualized (over the full term) 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.)

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

OPTIONAL – INCLUDE SUB-PARAGRAPH D ONLY IF YOU WILL ACCOUNT FOR RELOCATION COSTS IN THE PRICE EVALUATION. OTHERWISE, DELETE.

ACTION REQUIRED: IF USING THIS SUB-PARAGRAPH D, THE LEASE FILE MUST INCLUDE COST ESTIMATES TO SUBSTANTIATE THE AMOUNT SPECIFIC TO THE CLIENT AGENCY'S REQUIREMENT TO BE USED FOR THE PRESENT VALUE PRICE EVALUATION. COST ESTIMATES MUST BE SUPPORTED BY ADDITIONAL CONTEMPORANEOUS DOCUMENTATION OUTLINING THE SOURCE AND LEGITIMACY OF THESE COSTS.
NOTE: THIS MAY NOT BE APPLICABLE IF THE RLP INCLUDES SWING SPACE REQUIREMENTS.

d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

ACTION REQUIRED: INCLUDE SUB-PARAGRAPH E FOR TI ALLOWANCE PRICING. DELETE FOR TI TURNKEY PRICING

e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements (TI) and BSAC, if applicable. The Offeror is required as part of their offer to identify on GSA Form 1364 any and all fees to complete the TI and BSAC, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows and using the example with a $150,000 TI Allowance and a $50,000 BSAC amount to illustrate scenarios.

I. A/E Fees Calculation - Percentage Rate Offered. For evaluation purposes, the fee is a percentage of the TI Allowance and BSAC amount. For example, a 5% A/E fee results in an A/E fee amount of $10,000

(i) (TI Allowance + BSAC amount) x A/E Fee percentage = A/E fee amount

(ii) ($150,000 + $50,000) x 0.05 = $10,000

II. Lessor's PM Fees Calculation. For evaluation purposes, the PM fee is a percentage of the TI Allowance and BSAC amount. For example, a 5% PM fee results in a PM fee amount of $10,000.

(i) (TI Allowance + BSAC amount) x Lessor's PM fee percentage = PM fee amount

(ii) ($150,000 + $50,000) x 0.05 = $10,000

III. Total Fee Percentage Calculated and Applied to Buildout Amortization. For evaluation purposes, the A/E fees and Lessor's PM fees are not evaluated as lump sum amounts. The sum of the A/E and PM fees is computed as a percentage of the total combined TI Allowance and BSAC amount and added to the annual amortized rate for the separate TI and BSAC rents. Using the above examples, the annual amortized rate added to the TI Allowance and BSAC amount rents is calculated to be 10%.

(i) A/E fees + Lessor's PM fees = Total fees

(ii) $10,000 + $10,000 = $20,000

(iii) Total fees / (TI Allowance + BSAC amount)

(iv) $20,000 / ($150,000 + $50,000) = 10%

OPTIONAL– INCLUDE LANGUAGE UNDER SUB-PARAGRAPH F BELOW TO EVALUATE HOURLY OVERTIME HVAC RATE AS PART OF THE PVA ONLY IF YOU HAVE A REASONABLY ACCURATE ESTIMATE OF THE NUMBER OF OVERTIME HOURS THAT AN AGENCY WILL USE ON AN ANNUAL BASIS. DO NOT INSERT A "GUESSTIMATED" AMOUNT, WHICH COULD SKEW THE RESULTS OF THE PVA. WHEN IN DOUBT, DELETE THIS SUB-PARAGRAPH.

ACTION REQUIRED: IF USING THIS SUB-PARAGRAPH F, OBTAIN THE ESTIMATED NUMBER OF HOURS (USAGE) FROM THE CLIENT AGENCY AND REPLACE THE "0" WITH THE ESTIMATED ANNUAL USAGE.

f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of __**0**__ hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.05 AWARD (SLAT) (OCT 2023)

A. To document the agreement between the parties, the successful Offeror and the GSA LCO will execute a Lease prepared by GSA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. GS-**XXP-LXXXXXXX** and any associated Lease amendments.
2. GSA 3517A, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

INCLUDE ADDITIONAL RLP REQUIREMENTS, MODIFIED PARAGRAPH NUMBERS, OR ADDITIONAL INFORMATION IN SECTION 5, BELOW.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

ACTION REQUIRED: MANDATORY PARAGRAPH IF PARAGRAPHS HAVE BEEN MODIFIED. LIST ALL MODIFIED RLP PARAGRAPHS BELOW. OTHERWISE, DELETE.
NOTE: DO NOT LIST DELETED PARAGRAPHS (DELETED PARAGRAPHS ARE IDENTIFIED USING A DIFFERENT PROTOCOL).
FOR FURTHER GUIDANCE, SEE "INSTRUCTIONS FOR CREATING LEASE AND REQUEST FOR LEASE PROPOSALS (RLP) DOCUMENTS" WHICH CAN BE FOUND BEFORE THE TABLE OF CONTENTS.

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

_____

_____

ACTION REQUIRED: TO BE INCLUDED IN CONJUNCTION WITH THE CORRESPONDING LEASE PARAGRAPH ENTITLED "SWING SPACE – LEASE" WHEN THE CURRENTLY OCCUPIED GOVERNMENT SPACE IS A POTENTIAL HOUSING SOLUTION FOR THE NEW PROCUREMENT AND ANTICIPATED RENOVATIONS ARE EXPECTED TO DISRUPT TENANT OPERATIONS.

ACTION REQUIRED: IF INCLUDING "SWING SPACE - RLP" ANY SUBMITTALS MUST BE INCLUDED IN THE "ADDITIONAL SUBMITTALS" RLP PARAGRAPH. FINAL NEGOTIATED DOCUMENTS MUST BE INCORPORATED AS AN EXHIBIT IN THE LEASE CONTRACT.

NOTE: THE LCO MUST CONFIRM SWING SPACE REQUIREMENTS WITH THE CUSTOMER AGENCY BEFORE INCLUDING THIS PARAGRAPH. REQUIREMENTS SHALL INCLUDE THE NUMBER OF GOVERNMENT STAFF MEMBER MOVES, E.G., NUMBER OF STAFF MEMBERS, FUNCTIONAL GROUPS TO MOVE (WITH NUMBER OF INDIVIDUALS). THIS LANGUAGE MAY NEED TO BE ALTERED BASED ON THE CIRCUMSTANCES OF THE PROCUREMENT AND AGENCY REQUIREMENTS. CHANGES MUST BE REVIEWED BY REGIONAL COUNSEL FOR LEGAL SUFFICIENCY PRIOR TO FINALIZING.

NOTE: SWING SPACE REQUIREMENTS MAY IMPACT THE INCUMBENT LESSOR'S RENTAL RATE AND SHOULD NOT EXCEED WHAT IS MINIMALLY REQUIRED BY THE AGENCY TO PERFORM ITS MISSION.

NOTE: IF THE GOVERNMENT IS AWARE OF DEFICIENCIES WITH THE INCUBMENT BUILDING THAT NEEDS TO BE ADDRESSED DURING RENOVATIONS, PROVIDE THE DEFICIENCIES IN B. 1. OR AS A SEPARATE ATTACHMENT

5.02 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 "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.

ACTION REQUIRED: THERE ARE TWO VERSIONS OF SUB-PARAGRAPH C. CHOOSE THE FIRST IF ATTACHING AGENCY SPECIFIC "SWING SPACE REQUIREMENTS". CHOOSE THE SECOND SUBPARAGRAPH C TO LIST THE AGENCY'S MINIMUM SWING SPACE REQUIREMENTS, E.G., CONTIGUOUS SPACE ON SAME FLOOR, SQUARE FOOTAGE, FINISH REQUIREMENTS, MINIMUM NUMBER OF CONFERENCE ROOMS, BENCH SEATING, FILE STORAGE ROOM, TELE/DATA THAT MUST BE MET.

C. Swing space must meet the agency "Swing Space Requirements" attached.

C. Swing space must meet the following:

1. _____
2. _____
3. _____

ACTION REQUIRED: THERE ARE TWO VERSIONS OF SUB-PARAGRAPH D. CHOOSE THE FIRST IF THE SWING SPACE MUST BE LOCATED IN THE CURRENTLY-OCCUPIED BUILDING. CHOOSE THE SECOND SUB-PARAGRAPH D IF SWING SPACE CAN BE LOCATED ANYWHERE IN THE SWING SPACE DELINEATED AREA; OTHERWISE DELETE IF THE SWING SPACE NEEDS TO BE OFFERED ONLY IN THE CURRENT LEASED LOCATION.

D. Swing space must be located in the same building.

D. Swing space offered at a location other than [**Address, City, State**] ("[**Building Name**]") must have the following area of consideration. An area bounded as follows:

North: _____
South: _____
East: _____
West: _____

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 the 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.

ACTION REQUIRED: INCLUDE IF REQUIRING THE SPACE LAYOUT PRIOR TO LEASE AWARD; DELETE IF REQUIRING SPACE LAYOUT AFTER LEASE AWARD.

G. Prior to Final Proposal Revisions, the Incumbent Lessor must submit a swing space layout that allows the Government to function efficiently during renovation of final Space, as determined by the LCO.