

# GSA ORAL REQUEST FOR LEASE PROPOSALS – FEMA DISASTER LEASE

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

*The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.*

**FEMA ORAL RLP  
GSA TEMPLATE R103D (10/22)**

## **INSTRUCTIONS FOR UTILIZING THE ORAL SOLICITATION FOR OFFERS – FEMA DISASTER LEASES**

ORAL SOLICITATIONS ARE ALLOWED IN EMERGENCY ACQUISITIONS UNDER FAR 18.111 WITH REQUIREMENTS FOR DISCUSSIONS SET FORTH IN FAR 15.203(F). THIS DOCUMENT SERVES AS A GUIDE FOR LCOS WHEN CONDUCTING SOLICITATIONS ORALLY TO ENSURE THAT ALL OFFERORS RECEIVE ALL OF THE REQUIRED INFORMATION. THIS DOCUMENT IS NOT INTENDED TO BE COMPLETED FOR EACH DISASTER LEASE PROCUREMENT. THIS DOCUMENT IS DISTRIBUTED TO OFFERORS WITH THE LEASE PACKAGE AND THE INFORMATION SPECIFIC TO EACH PROCUREMENT, SUCH AS THE SQ. FT AND TERM, IS CONVEYED ORALLY THROUGH DISCUSSIONS WITH THE OFFERORS AND THE LCO. THIS ALLOWS THIS DOCUMENT TO BE USED FOR MULTIPLE PROCUREMENTS WITHOUT HAVING TO SEPARATELY COMPLETE AN RLP FOR EACH PROCUREMENT.

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 LEASE REFORM TEMPLATES ARE LOCATED ON THE NATIONAL OFFICE OF LEASING GOOGLE SITE.

### **HOW 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, NEAR THE BOTTOM.**
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.

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**SECTION 1 STATEMENT OF REQUIREMENTS**

CONVEY THE FOLLOWING INFORMATION TO ALL OFFERORS OR POTENTIAL OFFERORS. IT IS IMPORTANT THAT EVERYONE RECEIVES IDENTICAL INFORMATION.

**1.01 AMOUNT AND TYPE OF SPACE AND LEASE TERM (FEMA) (AUG 2017)**

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

CITY, STATE	PROVIDED ORALLY
DELINEATED AREA	
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	
TERMINATION RIGHTS	
INITIAL FIRM TERM	
OPTION TERM	
ADDITIONAL REQUIREMENTS	

**SECTION 2 SOLICITATION PROVISIONS**

FEMA DISASTER LEASES SHOULD ONLY BE PLACED IN A "1-PERCENT-ANNUAL-CHANCE" FLOODPLAIN (FORMERLY REFERRED TO AS "100-YEAR" FLOODPLAIN) WHEN NO PRACTICAL ALTERNATIVES CAN BE FOUND. THE LCO SHOULD NOTIFY THE FEMA LOGISTICS CHIEF OF THE PRESENCE OF THE 100-YR FLOODPLAIN AND DOCUMENT THEIR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LOCATION THROUGH AN EMAIL TO BE PLACED IN THE FILE.

**2.01 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.

**SECTION 3 ELIGIBILITY AND PREFERENCES FOR AWARD**

**ACTION REQUIRED: IN THE EVENT THAT MORE THAN ONE OFFER IS RECEIVED, INDICATE THE METHOD OF AWARD IN DISCUSSIONS WITH OFFERORS BASED ON THE PARAGRAPH BELOW.**

**3.01 BASIS OF AWARD (OCT 2022)**

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

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

C. 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.

**ACTION REQUIRED: IN THE EVENT THAT MORE THAN ONE OFFER IS RECEIVED, CONFIRM IF THE OFFEROR QUALIFIES FOR A HISTORIC PRICE PREFERENCE. IF SO, APPLY THE PRICE PREFERENCE AS PRESCRIBED WHEN DETERMINING THE LOWEST PRICED OFFER.**

### **3.02 HISTORIC PREFERENCE (SMALL) (SEP 2015)**

The Government will give preference to offers of Space in Historic Properties and/or Historic Districts in accordance with GSAR 552.270-2 HISTORIC PREFERENCE (SEPT 2004).

**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.**

### **3.03 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (OCT 2020)**

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 and Other Specialists*. These standards are available at: [HTTPS://WWW.GSA.GOV/REAL-ESTATE/](https://www.gsa.gov/real-estate/).

**ACTION REQUIRED: ASK THE OFFEROR IF THERE ARE ANY ENERGY EFFICIENCY UPGRADES THAT MAY BE COST EFFECTIVE OVER THE FIRM TERM OF THE LEASE. IF THE LESSOR PROPOSES ANY UPGRADES, INCLUDE THOSE IN THE LEASE. IF THE LESSOR DOES NOT PROPOSE ANY UPGRADES AND THE RATIONALE IS ACCEPTABLE (LCO AGREES THAT NO UPGRADES ARE COST EFFECTIVE), DOCUMENT THE DISCUSSION IN A MEMO TO FILE.**

### **3.04 ENERGY INDEPENDENCE AND SECURITY ACT (FEMA) (AUG 2017)**

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

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

C. If no improvements are proposed, the Offeror must provide a rationale to the Lease Contracting Officer (LCO). If such explanation is unreasonable, the offer may be rejected.

**ACTION REQUIRED: IN THE EVENT THAT MORE THAN ONE OFFER IS RECEIVED, CONFIRM IF THE OFFEROR QUALIFIES FOR A HUBZONE PRICE PREFERENCE. IF SO, APPLY THE PRICE PREFERENCE AS PRESCRIBED WHEN DETERMINING THE LOWEST PRICED OFFER.**

### **3.05 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (SEP 2015)**

A. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

### **3.06 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015)**

HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern: Price Preference and Competitive Range Determination" paragraph. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

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## SECTION 4 HOW TO OFFER

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**ACTION REQUIRED: WHEN MORE THAN ONE OFFER IS EXPECTED TO BE RECEIVED, ESTABLISH AN APPROPRIATE DEADLINE FOR OFFERS WHICH REFLECTS THE CIRCUMSTANCES.**

### 4.01 RECEIPT OF LEASE PROPOSALS (FEMA) (OCT 2020)

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

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

Date/Time: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Provided Orally

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

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

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

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

**ACTION REQUIRED: ONLY INCLUDE WHEN ANTICIPATING CONDUCTING NON-TRADITIONAL LEASE PHYSICAL ON-SITE TOURS AND INSPECTIONS PER LEASING ALERT LA-21-01.**

G. Due to COVID-19 pandemic conditions, an on-site physical tour of the offered Property may not be practical. At the LCO's discretion, additional Offer submittals may be requested to include pictures, video(s), and/or a building representative conducting a walkthrough with a virtual or online meeting option provided by GSA. In these instances, additional guidance will be more particularly set forth by the LCO.

**ACTION REQUIRED: USE OF THIS RLP ATTACHMENT IS MANDATORY BUT RESPONSE IS CONTINGENT UPON RESPONSE TO SAM ONLINE REPRESENTATION 52.204-26.**

**OBTAIN SECTION 889 REPRESENTATION PRIOR TO AWARD, UNLESS AN ALTERNATIVE PROCESS (E.G., ALLOWING REPRESENTATION TO BE OBTAINED AFTER AWARD) HAS BEEN APPROVED BY THE SENIOR PROCUREMENT EXECUTIVE (SPE). ADDITIONAL GUIDANCE REGARDING THE WAIVER PROCESS FOR STAFFORD ACT EMERGENCY PROCUREMENTS CAN BE FOUND UNDER LEASING ALERT LA-20-11 AND MV-20-10.**

### 4.02 FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (FEMA) (OCT 2020)

Offeror must complete FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as directed by the LCO.