

Copy and Paste the below link into your Chrome browser for instructions on enabling macros  
<https://docs.google.com/document/d/13c5ixtcRB1dWVZ0qwtwf8esGnd-DAM20feilDNyWPFg/edit?pli=1#identifier>  
This document contains macros designed to assist in RLP/Lease preparation by answering a few basic questions. The macros will delete paragraphs and sub-paragraphs which are inapplicable, based on the answers you provide. LCOs may choose to skip the macros and instead modify the document manually; however when using the macro we recommended answering all questions. Note that once the macro is used, the process cannot be undone. Also, note that the questions are NOT exhaustive; LCOs must still manually choose among the remaining paragraphs and sub-paragraphs and fill in blanks as appropriate.

Global Express Editor

GSA REQUEST  
FOR LEASE  
PROPOSALS  
NO. **XXXXXXXX**  
**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. 3090-0163.*

**GLOBAL RLP  
GSA TEMPLATE R100 (10/22)**

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

### 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.

**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 SUB-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, II, III, OR IV. 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.



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THE GLOBAL RLP AND LEASE TEMPLATES (GSA FORM R100 AND L100) REPLACE THE FOLLOWING LEASE MODEL DOCUMENTS:

- GSA FORMS R101B AND L201B (STREAMLINED MODEL)
- GSA FORMS R101C AND L201C (STANDARD MODEL)
- GSA FORMS R102 AND L202 (SUCCEEDING/SUPERSEDING MODEL)

THE GLOBAL RLP TEMPLATE (R100) COMBINES LANGUAGE FROM THESE 3 MODELS INTO ONE DOCUMENT.

UNLIKE FORMER MODEL TEMPLATES, THIS GLOBAL TEMPLATE ALLOWS THE LS/LCO GREATER FLEXIBILITY TO CHOOSE AMONG PARAGRAPHS AND SUBPARAGRAPHS TO MEET THE REQUIREMENTS OF EACH INDIVIDUAL LEASE ACQUISITION.

FOLLOWING THE BLUE "HIDDEN" TEXT, THE LS/LCO SHALL SELECT THE APPROPRIATE PARAGRAPH AND/OR SUBPARAGRAPH TO ALLOW FOR SUCH DIFFERENCES AS:

- TI PRICING: EITHER TURNKEY OR ALLOWANCE BASED
- METHOD OF AWARD: COMMUNICATING INTENT TO SEEK EITHER A SOLE SOURCE OR COMPETITIVE PROCUREMENT\*
- TYPE OF DID DELIVERY SYSTEM (GOVERNMENT –PROVIDED, LESSOR PROVIDED, WORKSHOP, PRE-AWARD)
- LEVEL OF BUILD-OUT REQUIRED

\*NOTE: PER LEASING DESK GUIDE (LDG) CHAPTER 5, THERE MAY BE INSTANCES WHERE DISCLOSURE OF THE GOVERNMENT'S INTENT TO SECURE A SOLE SOURCE LEASE WOULD IMPOSE UNDUE FINANCIAL RISK ON THE GOVERNMENT. IN THESE INSTANCES, THE LS/LCO SHOULD SELECT PARAGRAPHS THAT IMPLY COMPETITION.

ALL PARAGRAPHS ARE 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.

ACTION REQUIRED: TYPE IN RLP NO. AND DATE. EDIT FOOTERS TO INCLUDE RLP NO.

NOTE: DRAFT RLPS MUST BE REVIEWED PRIOR TO ISSUANCE, AS FOLLOWS:

BY NOL ZONE MANAGER:

- PROSPECTUS-LEVEL

BY REGIONAL COUNSEL:

- PROSPECTUS-LEVEL
- BEST VALUE TRADE-OFF ABOVE SLAT
- AGGREGATE VALUE OF \$20M OR MORE

# REQUEST FOR LEASE PROPOSALS NO. **XXXXXXXX**

[DATE]  
GLOBAL RLP GSA TEMPLATE R100 (OCT 2022)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (OCT 2020)

ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF SUB-PARAGRAPH A. 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. Upon selection for award, 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.

**1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022)**

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

**VERSION 1: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE.**

**ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED ABOA SF RANGE.**

**FOR PROJECTS SUBJECT TO AN APPROVED PROSPECTUS, ADD THE FOLLOWING SENTENCE AND INPUT AS APPLICABLE: "THE GOVERNMENT WILL NOT AWARD A LEASE THAT EXCEEDS XXX RENTABLE SQUARE FEET (RSF)."**

**NOTE: RLPs FOR PROSPECTUS-LEVEL PROJECTS MUST BE REVIEWED BY THE NOL ZONE MANAGER AND REGIONAL COUNSEL PRIOR TO ISSUANCE.**

A. The Government is seeking a minimum of **XX,XXX** to a maximum of **XX,XXX** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

**VERSION 2: USE FOR APPARENT SOLE SOURCE SUCCEEDING/SUPERSEDING LEASE ACTIONS INVOLVING THE CURRENT SPACE.**

**ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED (CURRENT) ABOA SF.**

**FOR PROJECTS SUBJECT TO AN APPROVED PROSPECTUS, ADD THE FOLLOWING SENTENCE AND INPUT AS APPLICABLE: "THE GOVERNMENT WILL NOT AWARD A LEASE THAT EXCEEDS XXX RENTABLE SQUARE FEET (RSF)."**

**NOTE: RLPs FOR PROSPECTUS-LEVEL PROJECTS MUST BE REVIEWED BY THE NOL ZONE MANAGER AND REGIONAL COUNSEL PRIOR TO ISSUANCE.**

A. The Government is seeking **XX,XXX** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area (ABOA) square feet (SF) of Space within the existing location. See Section 2 of the Lease for applicable ANSI/BOMA standards.

=====

B. 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.

**ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED PARKING SPACES.**

C. The Government requires **XX** structured/inside parking spaces and **XX** surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

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

**NOTE: MANDATORY SUB-PARAGRAPH WHEN VENDING FACILITIES WILL BE PROVIDED UNDER THE RANDOLPH-SHEPPARD ACT.**

**VERSION 1: REQUIRED WHENEVER THE REQUIREMENT 1) INVOLVES 100 OR MORE OCCUPANTS; AND, 2) AT LEAST 15,000 RSF OF SPACE. A MINIMUM OF 250 ABOA SF MUST BE OFFERED TO THE BLIND. CONTACT THE REGIONAL CONCESSIONS GROUP FOR AMOUNT OF SPACE TO BE ENTERED.**

**EXCEPTION INFORMATION CAN BE FOUND AT 20 USC § 107A(D) [34 CFR 395.31(F)]**

**NOTE: FOR MULTI-TENANT LEASES, CONCESSIONS AREAS ARE CLASSIFIED AS JOINT USE AND EITHER GSA PBS OR THE LESSOR SHALL FUND THE ALTERATIONS. PLEASE CONSULT REGIONAL PRICING POINT OF CONTACT FOR GUIDANCE ON HOW TO REVISE FUNDING LANGUAGE BELOW.**

**NOTE: SPACE DOES NOT NEED TO BE SET ASIDE FOR RANDOLPH-SHEPPARD FACILITIES IF THE STATE AGENCY FOR THE BLIND HAS DECLINED THE OFFER TO ESTABLISH A FACILITY, IN WRITING. WHEN REQUIRED, THE SQUARE FOOTAGE LISTED FOR RANDOLPH-SHEPPARD VENDING FACILITIES BELOW MUST BE INCLUDED IN THE ABOA SF IDENTIFIED UNDER SUB-PARAGRAPH A.**

E. Approximately **XX** ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

**VERSION 2: REQUIRED WHENEVER THE REQUIREMENT 1) INVOLVES LESS THAN 100 OCCUPANTS; OR, 2) UNDER 15,000 RSF OF SPACE.**

E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations.



The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

**ACTION REQUIRED: ENTER THE TERM, FIRM TERM, TERMINATION NOTICE PERIOD, AND REQUIRED RENEWAL OPTIONS. THESE TERMS AND THE TERMS STATED IN THE LEASE MUST BE CONSISTENT.**

**NOTE: IF SEEKING FIRM TERM RENEWAL OPTIONS, INCLUDE OPTIONAL LANGUAGE ("FIRM") AND CHANGE FROM HIDDEN BLUE TO VISIBLE BLACK TEXT.**

**DELETE REFERENCE TO RENEWAL OPTIONS, IF NOT REQUIRED.**

F. The lease term shall be **X** Years, **X** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **XX** days' prior written notice. This Lease may be renewed at the option of the Government for **X**, **X**-year [OPTIONAL firm ] terms. The Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget Scorekeeping: Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term or option(s), an amendment to the RLP will be issued.

**ACTION REQUIRED: INSERT ANTICIPATED LEASE TERM COMMENCEMENT DATE. FOR SUCCEEDING LEASES, THE LEASE COMMENCEMENT DATE SHOULD BE THE NEXT DAY AFTER THE CURRENT LEASE EXPIRES.**

G. The Lease Term Commencement Date will be on or about **XX-XX-XXXX**, or upon acceptance of the Space, whichever is later.

**ACTION REQUIRED:**

USE THIS PARAGRAPH FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASE ACTIONS REMAINING AT THE CURRENT LOCATION.

**ACTION REQUIRED: FILL IN THE DESIGNATED AREA OF CONSIDERATION (DELINEATED AREA).**

DELETE NORTH, SOUTH, EAST, WEST BOUNDARIES IF NOT USING. ATTACH EXHIBIT OR INSERT .PDF OF MAP WITH BOUNDARIES IF AVAILABLE.

**1.03 AREA OF CONSIDERATION (OCT 2021)**

The Government requests Space in an area bounded as follows:

- North: \_\_\_\_\_
- South: \_\_\_\_\_
- East: \_\_\_\_\_
- West: \_\_\_\_\_

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

**ACTION REQUIRED – OPTIONAL PARAGRAPH**

AGENCY SPECIAL OR SPECIFIC REQUIREMENTS, PROGRAM OF REQUIREMENTS, ETC. ARE USUALLY INCLUDED IN SECTION 7 OF THE LEASE PORTION OF THE RLP PACKAGE, OR INCLUDED AS A SEPARATE ATTACHMENT.

USE THIS UNIQUE REQUIREMENTS PARAGRAPH FOR FEATURES THAT A BUILDING OR PROPERTY MUST HAVE TO ADEQUATELY ACCOMMODATE THE AGENCY'S REQUIREMENTS (GO/NO-GO CRITERIA).

EXAMPLES INCLUDE COLUMN SPACING, FLOOR LOCATION (E.G., "NO BELOW GRADE SPACE WILL BE CONSIDERED," SPACE CONTIGUITY REQUIREMENTS, ETC.

NOT NECESSARY IF THESE CRITERIA ARE ADDRESSED ELSEWHERE IN THE RLP PACKAGE.

**1.04 UNIQUE REQUIREMENTS (OCT 2021)**

The offered Building and/or Property must have the following features as a minimum requirement:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

**ACTION REQUIRED:**

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. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASE ACTIONS REMAINING AT THE CURRENT LOCATION.

**NOTE: AS NEEDED, SUBSTITUTE MILES OR FEET FOR THE DISTANCE VARIABLES IN THE PARAGRAPHS BELOW. THESE ARE STANDARD MEASUREMENTS. CITY BLOCKS VARY IN LENGTH AND DO NOT ALLOW USEFUL COMPARISONS OF DISTANCE. THE 2,640 FEET (½ MILE) VARIABLE IN THE PARAGRAPH IS PREDICATED ON USGBC CRITERIA FOR LEED BUILDINGS.**

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

**1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (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, on-site parking shall be available at a ratio of one (1) space for every **XX** RSF of Space.

**NOTE: LEASE CONTRACTING OFFICER/LEASING SPECIALIST MAY AMEND THE LANGUAGE IN THE FOLLOWING SUB-PARAGRAPH, INCLUDING THE NUMBER OF REQUIRED INSTANCES OF AMENITIES, BASED ON AN AGENCY’S MISSION NEED AND WHAT AMENITIES OR SERVICES ARE AVAILABLE WITHIN THE MARKET.**

**NOTE: THE DIVERSE USE CATEGORY TABLE BELOW WAS DERIVED FROM LEED® GUIDANCE.**

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.
2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be within safely accessible, walkable 2,640 foot distance of at least **seven (7)** instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining **five (5)** instances must fall within at least 2 of the Diverse Use Categories shown below:

Diverse Use Category	Uses
Food Retail	Supermarket, Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes, Convenience store, Farmer’s market, Hardware store, Pharmacy, Other retail
Services	Bank, Gym, Health club, Exercise studio, Hair care, Laundry, Dry cleaner, Restaurant, Café, Diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K–12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

To be considered, amenities must be accessible from the Building by continuous sidewalks, walkways, or pedestrian crosswalks. Amenities must be existing or the Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.

**ACTION REQUIRED:**

**CHOOSE ONE OF THE FOLLOWING 3 SUB-PARAGRAPHS.**

**NOTE: LEASE CONTRACTING OFFICER/LEASING SPECIALIST MAY DELETE THIS SUB-PARAGRAPH ENTIRELY IN MARKETS WHERE NO PUBLIC TRANSPORTATION IS AVAILABLE, OR WHERE PROHIBITED BASED ON AN AGENCY’S MISSION NEED (E.G., ATF SPACE WHERE EXPLOSIVE MATERIAL IS STORED OR DOD SPACE REQUIRED TO BE BY A BLACK FIBER OPTIC LINE).**

**NOTE: THE LEASE CONTRACTING OFFICER/LEASING SPECIALIST MAY ALSO REVISE THE DISTANCES AND TRIPS STATED WITHIN THIS SUB-PARAGRAPH BASED ON AN AGENCY’S WRITTEN JUSTIFICATION OF MISSION NEED OR WHAT TYPE OF PUBLIC TRANSPORTATION IS AVAILABLE WITHIN THE MARKET.**

**VERSION 1: (SUBWAY, LIGHT RAIL, OR BUS RAPID TRANSIT (BRT) SERVICE REQUIREMENTS)**

**NOTE: USE WHERE SUBWAY, LIGHT RAIL, OR BRT 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.**

D. Transit Accessibility: A subway, light rail, or bus rapid transit 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.

**VERSION 2: (BUS OR STREETCAR SERVICE REQUIREMENTS)**

**NOTE: USE WHERE BUS OR STREETCAR SERVICE EXISTS AND THERE IS NO SUBWAY, LIGHT RAIL, OR BRT SERVICE (REGARDLESS OF WHETHER OR NOT COMMUTER RAIL SERVICE EXISTS).**

**NOTE: LCO MAY REVISE THE NUMBER OF BUS OR STREETCAR LINES BASED ON SERVICE AVAILABILITY IN THE MARKET, AFTER CONSULTATION WITH LOCAL OFFICIALS OR TRANSIT AGENCY.**

**NOTE: THIS SUB-PARAGRAPH REFLECTS THE SECOND-MOST OPTIMUM LEVEL OF TRANSIT.**

D. Transit Accessibility: Stops for two or more public bus or streetcar lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building, as determined by the LCO. Stops for commuter bus service do not meet this requirement. Combined, the bus or streetcar stops must provide at least **XX** [RECOMMENDED: 60, BUT LCO SHOULD INPUT THE NUMBER OF TRIPS BASED ON BUS SERVICE AVAILABILITY IN THE MARKET, AFTER CONSULTATION WITH LOCAL OFFICIALS OR TRANSIT AGENCY] trips per weekday or trip headways (time between each vehicle) of no less than **XX** [RECOMMENDED: 15 MINUTES, BUT LCO SHOULD INPUT THE NUMBER OF MINUTES BASED ON BUS SERVICE AVAILABILITY IN THE MARKET, AFTER CONSULTATION WITH LOCAL OFFICIALS OR TRANSIT AGENCY] minutes during business hours. Qualifying transit routes must have paired route service (service in opposite directions during all posted service times) during business hours. Only trips in one direction are counted towards the threshold. If a qualifying transit route has multiple stops within the required walking distance, only trips from one stop are

counted towards the threshold. Transit service must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such transit service will exist by the Government's required occupancy date.

**VERSION 3: (COMMUTER RAIL SERVICE REQUIREMENTS)**

**NOTE: USE WHERE COMMUTER RAIL SERVICE EXISTS AND THERE IS NO SUBWAY, LIGHT RAIL, BRT, BUS, OR STREETCAR SERVICE.**  
**NOTE: A COMMUTER RAIL SYSTEM (E.G., METRO-NORTH RAILROAD, METRA, ETC.) OPERATES AS PASSENGER TRAINS OVER CONVENTIONAL RAILROAD TRACKS. IT CAN BE ELECTRICALLY POWERED OR OPERATE IN TRAINS PULLED BY DIESEL LOCOMOTIVES TYPICALLY USED BY COMMUTERS TRAVELING FROM SUBURBS TO THE CBA.**  
**NOTE: THIS SUB-PARAGRAPH REFLECTS THE THIRD-MOST OPTIMUM LEVEL OF TRANSIT.**

D. Transit Accessibility: A commuter rail station 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. The station must provide paired route service (service in opposite directions during all posted service times) during business hours, and provide at least 24 trips per weekday. Only trips in one direction are counted towards the threshold.

**ACTION REQUIRED: THE LIST OF ATTACHMENTS IS NOT COMPREHENSIVE. ADJUST THE LIST AS APPROPRIATE FOR THE SPECIFIC TRANSACTION.**

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. HOWEVER, THE SIGNED COMMISSION AGREEMENT IS NOT ATTACHED TO THE FINAL LEASE AGREEMENT.

FILL IN APPROPRIATE SECURITY LEVEL (I-IV).

FOR TI TURNKEY PRICING, LCO MAY REQUIRE OFFERORS TO FILL OUT TENANT IMPROVEMENT UNIT PRICE LIST.

**NOTE: EXHIBITS SHOULD BE LABELED WITH SEQUENTIAL LETTERS**

THE LCO MAY DECIDE IT IS MORE SUITABLE TO INCORPORATE SOME EXTENSIVE OR SENSITIVE DOCUMENTS BY REFERENCE, FOR EXAMPLE, THE COURTS DESIGN GUIDE

SEE SEISMIC PARAGRAPH INSTRUCTIONS TO DETERMINE WHETHER SEISMIC SUBMITTALS ARE REQUIRED.

**NOTE: FOR TURNKEY PRICING, THE ATTACHED REQUIREMENTS MUST BE AGENCY SPECIFIC REQUIREMENTS (ASR)**

**NOTE: ONLY INCLUDE "FOREIGN OWNERSHIP AND FINANCING REPRESENTATION" FOR FSL III, IV OR V (SEE GOOGLE SITE OR G-REX TEMPLATE LIBRARY FOR FORM). OTHERWISE, DELETE. YOU MUST NOTIFY CLIENT AGENCY PRIOR TO AWARD IF THE REPRESENTATION DISCLOSES FOREIGN OWNERSHIP OR FINANCING.**

**1.06 LIST OF RLP DOCUMENTS (OCT 2022)**

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 L100)		
Agency's Requirements		
Security Requirements for Level <b>XX</b>		
GSA Form 3516, Solicitation Provisions		
GSA Form 3517B, 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 <a href="#">[FOR TURNKEY BSAC ONLY]</a>		
Seismic Offer Forms <a href="#">[FOR SEISMIC AREAS YELLOW AND RED ONLY]</a>		
DOL Wage Determination <a href="#">[WHEN INCLUDING "LABOR STANDARDS" LEASE PARAGRAPH THE OFFICIAL WEBSITE FOR OBTAINING WAGE DETERMINATIONS IS SAM.GOV.]</a>		
GSAR 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space <a href="#">[FOR FSL III, IV OR V PROJECTS ONLY]</a>		
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment <a href="#">[ATTACHMENT IS MANDATORY BUT RESPONSE IS CONTINGENT UPON RESPONSE TO SAM ONLINE REPRESENTATION 52.204-26]</a>		
Broker Commission Agreement <a href="#">[IF USING THE GSA BROKER CONTRACT]</a>		

**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.

**1.07 AMENDMENTS TO THE RLP (JUN 2012)**

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

**1.08 LEASE DESCRIPTION (OCT 2021)**

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: SELECT THE APPROPRIATE 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. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

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.

**VERSION 3: IF USING TI TURNKEY PRICING WITH DIDS PREPARED BY OFFERORS PRIOR TO 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 will 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. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

Offerors are required to prepare Design Intent Drawings (DIDs) prior to Lease Award. See Paragraph TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD for further details.

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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 Form 3517B, and will be made part of the Lease.

**1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)**

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. There are certain Building requirements that are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

**1.10 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.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS. DELETE FOR SOLE SOURCE LEASES.**

**1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)**

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

**NOTE: DURING THE MARKET SURVEY, THE LCO MUST INQUIRE AS TO THE PREVIOUS USE(S) OF THE PROPERTY. IF THE PREVIOUS USE OF THE PROPERTY WAS OTHER THAN TYPICAL GENERAL USE (OFFICE) SPACE, (FOR EXAMPLE, WAREHOUSE, LABORATORY, INDUSTRIAL FACILITY, LAUNDRY FACILITY, DRY CLEANER, GAS STATION, OR CONTAINED FUELING PUMPS, ETC.), THE LCO MUST CONSULT WITH THE REGIONAL ENVIRONMENTAL PROFESSIONAL AND LEGAL COUNSEL TO DETERMINE IF THE OFFERED SPACE POSES ANY ENVIRONMENTAL RISK TO THE GOVERNMENT.**

**1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)**

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the

Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers, and/or reviewing similar existing Offeror records.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

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

**1.13 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.**

**1.14 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.

**1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020)**

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

B. The small business size standard for the applicable NAICS code is found <HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/>.

**1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)**

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <WWW.SAM.GOV> for the designated entity for establishing unique entity identifiers. If an offeror does not have a unique entity identifier, it should contact the entity designated at <www.sam.gov> for establishment of the unique entity identifier directly to obtain one.

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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

### 2.01 EFFICIENCY OF LAYOUT (AUG 2011)

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.

B. To demonstrate potential for efficient layout, GSA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION. NOTE: REMOVAL OF THIS PARAGRAPH DOES NOT REMOVE THE REQUIREMENT TO OBTAIN A FLOODPLAIN CHECK.**

**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.**

### 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.

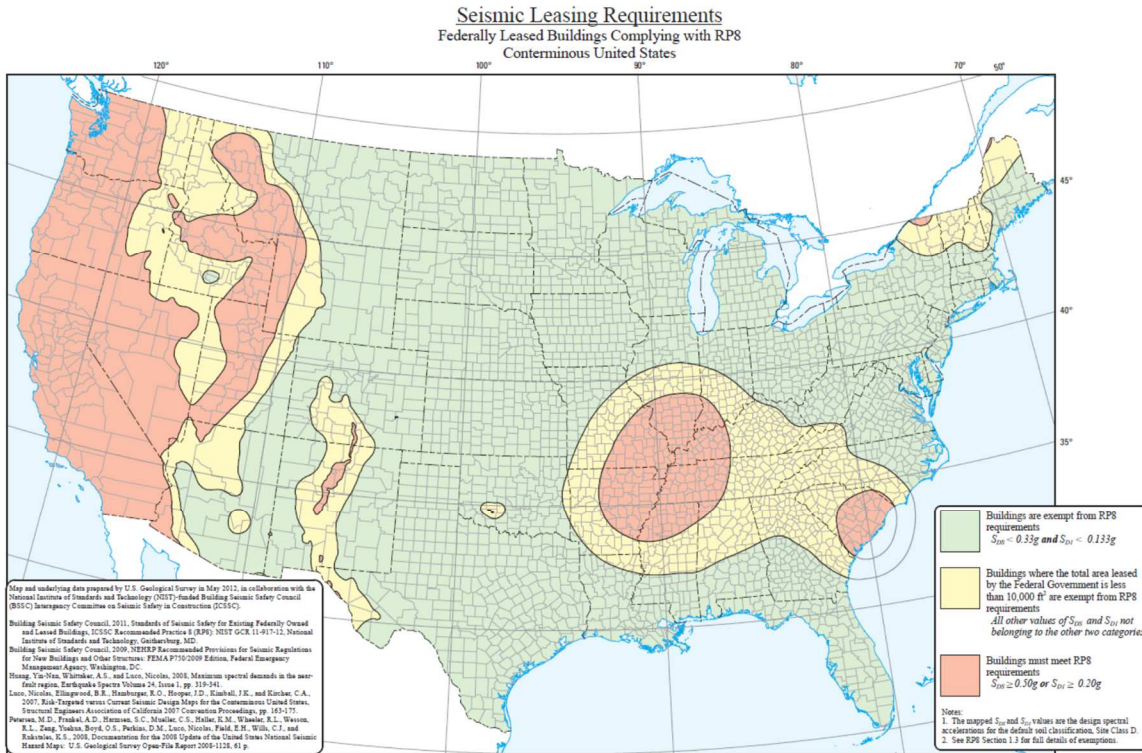
In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

**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/real-estate/design-construction/engineering-and-architecture/seismic-structural-engineering> . 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:**

**2.03 SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2022)**

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 award 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/](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/](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/STANDARDS-SEISMIC-SAFETY-EXISTING-FEDERALLY-OWNED-AND-LEASED-BUILDINGS-ICSSC](https://www.nist.gov/publications/standards-seismic-safety-existing-federally-owned-and-leased-buildings-icssc).
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.

#### 2.04 SEISMIC SAFETY – HIGH SEISMICITY (OCT 2022)

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 award 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/](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/](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/STANDARDS-SEISMIC-SAFETY-EXISTING-FEDERALLY-OWNED-AND-LEASED-BUILDINGS-ICSSC](https://www.nist.gov/publications/standards-seismic-safety-existing-federally-owned-and-leased-buildings-icssc).
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.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS.**

**MAY BE DELETED UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:**

1) MARKET SURVEY INDICATES THAT SPACE IS NOT AVAILABLE IN HISTORIC PROPERTIES OR DISTRICTS AS DESCRIBED BELOW

2) PROCURING SPACE IN RURAL AREAS (SEE FMR PART 102-83)

3) SOLE SOURCE LEASE ACTIONS

**2.05 HISTORIC PREFERENCE (SEP 2013)**

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

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

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

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

## 2.06 ASBESTOS (OCT 2021)

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

B. ACM is defined as any material with a trace or more of asbestos quantity present.

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

D. Management Plan and Reinspection Report Submittals. If space is offered which contains ACM, the Offeror shall submit a current asbestos-related management plan or operations and maintenance plan, along with a current asbestos re-inspection report (performed within the past 5 years) for acceptance by the Government prior to lease award. The management plan or operations and maintenance plan, and re-inspection report shall conform to generally accepted industry practice in accordance with EPA guidance.

## 2.07 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

## 2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or

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

## 2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022)

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, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. Notwithstanding the above, buildings that meet the following are considered as equivalent to having an Energy Star label in the most recent year. All new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) 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; 2) 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; 3) 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. ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources).

- C. 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.
- NOTE:** Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."
- 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/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) 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: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

**ACTION REQUIRED: THE LEASING SPECIALIST MUST CONSULT WITH REGIONAL ENVIRONMENTAL PROFESSIONALS AND LEGAL COUNSEL REGARDING ENVIRONMENTAL RISKS OR LIABILITY WHEN THERE IS REASON TO BE CONCERNED ABOUT THE PREVIOUS USE OF THE PROPERTY. SOME PROBLEMATIC PRIOR USES INCLUDE GAS STATIONS OR THE PAST OR PRESENT PRESENCE OF FUELING PUMPS, INDUSTRIAL FACILITIES (E.G., MANUFACTURING PLANTS, MANUFACTURERS) WAREHOUSES STORING HAZARDOUS ITEMS OR ITEMS WITH HAZARDOUS CONTENTS, DRY CLEANERS, LAUNDRIES, AND LABORATORIES.**

#### **2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous use of the Building.
- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

**ACTION REQUIRED: INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL ENVIRONMENTAL QUALITY ADVISOR OR THE REGIONAL NEPA EXPERT. 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.**

#### **2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)**

##### **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 E1527-13 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 E1527-13. 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 (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

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.**

**2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (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). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (*i.e.*, buildings and historic districts) and below-grade (*i.e.*, archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.

E. 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/HISTORIC-PRESERVATION/HISTORIC-PRESERVATION-POLICY-TOOLS/PRESERVATION-TOOLS-RESOURCES/PROOF-OF-COMPETENCY-OTHER-DOCUMENTATION](https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/proof-of-competency-other-documentation). The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.



**SECTION 3 HOW TO OFFER**

**3.01 GENERAL INSTRUCTIONS (JUN 2012)**

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.

**3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)**

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

**VERSION 1: USE IF ONLY ACCEPTING OFFERS THROUGH LEASE OFFER PLATFORM (LOP/RSAP).**

**ACTION REQUIRED: ENTER TIME AND TIME ZONE BELOW. MUST MATCH COVER PAGE.**

**A. Online method - Submission through Lease Offer Platform (LOP):**

1. Unless otherwise authorized by the LCO or his/her designated representative, offers may only be submitted electronically to GSA using the Lease Offer Platform/Requirement Specific Acquisition Platform (LOP/RSAP) located at <https://lop.gsa.gov/RSAP>. LOP 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.

2. 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]**.

3. Offerors must submit all documentation identified in this RLP using the LOP/RSAP Application. The LOP/RSAP generates the Lessor's Annual Cost Statement (GSA Form 1217) and Proposal to Lease Space (GSA Form 1364) based on the entered data. These auto-populated forms are available for review at the end of the Application workflow and should be uploaded by the Offeror as part of his/her offer; there is no need for the Offeror to manually complete the attached blank version of these two forms. Any subsequent revisions to offer documents must be submitted through the LOP platform. There is no paper-based submission process under this RLP and paper submissions will not be considered, unless otherwise authorized by the LCO.

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B. 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.

**VERSION 2 – USE IF ACCEPTING OFFERS VIA TRADITIONAL APPROACH (E.G., VIA EMAIL, OR MAIL) AND NOT THROUGH LOP/RSAP.**

**ACTION REQUIRED: ENTER APPROPRIATE INFORMATION BELOW, INCLUDING TIME AND TIME ZONE. MUST MATCH COVER PAGE.**

**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.

**NOTE: IF SEEKING OFFERS THAT ARE NOT FULLY-SERVICED, REVISE REFERENCES TO "FULLY SERVICED LEASE RATE" UNDER SUB-PARAGRAPH B.1, AS MACRO WILL NOT CHANGE THIS TEXT.**

### 3.03 PRICING TERMS (OCT 2022)

Offeror shall provide the following pricing information with its offer:

- A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.
- B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:
  1. 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).
  2. 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.
  3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. 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.
  4. 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.
  5. 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.
  6. 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.
  7. 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.
  8. 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.**
  9. 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.
  10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
  11. Compensation (expressed as a %) 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. If GSA is using a Tenant Representative Broker, compensation (expressed as a %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered.

**ACTION REQUIRED: INCLUDE SUB-PARAGRAPH C FOR BSAC TURNKEY PRICING BEFORE AWARD. OTHERWISE, DELETE FOR FSL I, OR FOR FSL II, III AND IV WHEN USING A BSAC PLACEHOLDER ESTIMATE.**

- C. 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 D FOR TI TURNKEY PRICING WITH POST-AWARD DIDS. OTHERWISE, DELETE.**

D. 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.**

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

#### 3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

**ACTION REQUIRED: IF THERE IS NO PENDING OR APPROVED PROSPECTUS AND YOU BELIEVE OFFERS WILL NOT EXCEED THE PROSPECTUS THRESHOLD, DELETE THE ENTIRE PARAGRAPH.**

#### 3.05 PROSPECTUS LEASE (OCT 2022)

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

**VERSION 1: FOR PROJECTS WITH A PENDING OR APPROVED PROSPECTUS. NOTE: RLPs FOR PROSPECTUS-LEVEL PROJECTS MUST BE REVIEWED BY THE NOL ZONE MANAGER AND REGIONAL COUNSEL PRIOR TO ISSUANCE.**

This RLP is subject to an approved Prospectus issued in accordance with 40 USC § 3307. The Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed rent limitation set forth in the Prospectus. If a copy of the prospectus is not attached to the RLP, a copy may be obtained from the LCO upon request.

**VERSION 2: FOR PROJECTS WHERE THERE IS NO PENDING OR APPROVED PROSPECTUS BUT YOU BELIEVE OFFER(S) MAY EXCEED THE PROSPECTUS THRESHOLD.**

This RLP is subject to the Prospectus threshold set forth in 40 USC § 3307. The Government will award a Lease pursuant to this RLP only if the offered rental rate does not exceed the then current rent threshold. The current threshold is available from the LCO or at the GSA Web site, [HTTP://WWW.GSA.GOV](http://www.gsa.gov), using the keyword "prospectus."

**ACTION REQUIRED: IF THERE IS POTENTIAL FOR NEW CONSTRUCTION, CONSIDER REQUIRING ADDITIONAL TECHNICAL SUBMITTALS. SEE LDG CHAPTER 14 FOR SUBMITTAL SUGGESTIONS [E.G., SITE PLAN, ELEVATION DRAWINGS, ARCHITECTURAL RENDERINGS, ETC.].**

#### 3.06 ADDITIONAL SUBMITTALS (OCT 2022)

Offeror shall also submit with its offer the following:

A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.

B. 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 AND 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.**

C. 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.

**NOTE: AGREEMENTS SUCH AS GROUND LEASES OR THOSE TO ACQUIRE AN INTEREST IN THE PROPERTY SHOULD BE REVIEWED BY REGIONAL COUNSEL**

D. 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.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

E. 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.

F. 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.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS. DELETE FOR SOLE SOURCE LEASE ACTIONS.**

G. 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](http://www.nps.gov/nr).

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS. DELETE FOR SOLE SOURCE LEASE ACTIONS.**

H. 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 negotiate with the owner directly.

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. 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.

J. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in subparagraph 1, unless the Building meets either exemption in subparagraphs 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, provide either:
    - I. 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 or,
    - II. For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.
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 Fire Protection and Life Safety (FPLS) Submittal Information listed in 1.a through 1.d 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 the Offeror is not required to submit to GSA the FPLS Submittal Information listed in 1 above.

K. 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.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS INVOLVING A NEW LOCATION. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

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

**ACTION REQUIRED: MAY BE DELETED FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

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

N. 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.

O. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs 1 through 5 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.

P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS FOR A NEW OR NEW/REPLACING LEASE. DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT CURRENT LOCATION.**

**ACTION REQUIRED: MUST USE WHEN USING THE NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION PARAGRAPH IN THE STATEMENT OF REQUIREMENTS SECTION OF THIS RLP.**

Q. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.

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

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

2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.

3. 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.

4. 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®.

5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy

Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

**ACTION REQUIRED:** THE NEXT SUB-PARAGRAPH IS MANDATORY WHEN A NEWLY CONSTRUCTED BUILDING OF 10,000 RSF AND ABOVE IS THE ONLY SOLUTION THAT WILL MEET THE CLIENT AGENCY'S NEEDS AND EXISTING BUILDINGS ARE NOT COMPETING. OTHERWISE, DELETE.

**ACTION REQUIRED:** PRIOR TO ISSUING THE RLP, CONSULT WITH CLIENT AGENCY TO DETERMINE WHICH GREEN BUILDING RATING SYSTEM FOR NEW CONSTRUCTION TO USE -- EITHER LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED®-NC) SILVER LEVEL OR GREEN GLOBES® FOR NEW CONSTRUCTION TWO GREEN GLOBES LEVEL.

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

**NOTE:** CHOICE MUST BE CONSISTENT WITHIN RLP AND LEASE DOCUMENTS.

**VERSION 1: USE IF LEED® FOR NEW CONSTRUCTION IS SELECTED.**

S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED®-NC) credits for Silver level certification. For LEED®, this documentation is the LEED®-NC scorecard. Along with the proposed scorecard or checklist, the Offeror shall submit a brief statement outlining how each of the proposed credits will be achieved. If pursuing LEED®-NC, the Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.

**VERSION 2: USE IF GREEN GLOBES® (GG®-NC) FOR NEW CONSTRUCTION IS SELECTED.**

S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed GREEN GLOBES® FOR NEW CONSTRUCTION (GG®-NC) credits for Two Green Globes level certification. If pursuing Green Globes®-NC, the Offeror may add GBI Green Globes® Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

**ACTION REQUIRED:** OPTIONAL SUB-PARAGRAPH. INCLUDE WHEN CLIENT AGENCIES REQUEST USE OF LEED® FOR INTERIOR DESIGN AND CONSTRUCTION (LEED®-ID+C), OR GREEN GLOBES® FOR SUSTAINABLE INTERIORS (GREEN GLOBES® SI).

**ACTION REQUIRED:** PRIOR TO ISSUING THE RLP, CONSULT WITH THE CLIENT AGENCY TO DETERMINE WHICH GREEN BUILDING RATING SYSTEM FOR TENANT INTERIORS TO USE -- EITHER LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR INTERIOR DESIGN AND CONSTRUCTION (LEED®-ID+C) AT THE CERTIFIED LEVEL, AT MINIMUM, OR GREEN GLOBES® FOR SUSTAINABLE INTERIORS (GG®-SI) AT THE ONE GREEN GLOBES LEVEL, AT MINIMUM.

**NOTE:** DELETE BOTH VERSIONS IF NOT APPLICABLE.

**ACTION REQUIRED:** SELECT THE APPROPRIATE VERSION OF SUB-PARAGRAPH T. DELETE ALTERNATE VERSION. CHOICE MUST BE CONSISTENT WITHIN RLP AND LEASE DOCUMENTS.

**VERSION 1: USE IF LEED® FOR INTERIOR DESIGN & CONSTRUCTION IS SELECTED.**

T. The Offeror must provide a LEED®-ID+C scorecard documenting the proposed credits to meet LEED® certification (at the minimum Certified level). Along with the proposed LEED®-ID+C scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. In addition, the Offeror must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.

**VERSION 2: USE IF GREEN GLOBES® FOR SUSTAINABLE INTERIORS IS SELECTED.**

T. The Offeror must provide a Green Globes® for Sustainable Interiors project checklist documenting the proposed criteria and points to meet Green Globes® certification (at the minimum One Green Globes level). Along with the proposed Green Globes® SI checklist, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. The Offeror may add GBI Green Globes® Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

**ACTION REQUIRED:** USE WHEN INCLUDING SEISMIC PARAGRAPHS UNDER SECTION 2 (SEISMIC SAFETY- MODERATE SEISMICITY OR SEISMIC SAFETY – HIGH SEISMICITY). OTHERWISE, DELETE.

U. Evidence of seismic safety compliance as required in Section 2 of this RLP.

**ACTION REQUIRED:** INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL ENVIRONMENTAL QUALITY ADVISOR OR THE REGIONAL NEPA EXPERT. 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.

**TO BE USED IN CONJUNCTION WITH RLP PARAGRAPH "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."**

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

**ACTION REQUIRED: INCLUDE THE FOLLOWING SUB-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.**

**TO BE USED IN CONJUNCTION WITH RLP PARAGRAPH "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."**

W. If applicable, information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

X. 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." GSA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific Lease requirements concerning maintenance and restoration of the real property's hydrology.

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

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

**ACTION REQUIRED: ONLY INCLUDE THE FOLLOWING SUB-PARAGRAPH FOR FSL LEVEL III, FSL IV, OR V PROJECTS. OTHERWISE, DELETE.**

AA. GSAR 552.270-33, Foreign Ownership and Financing Representation for High Security Leased Space.

**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.**

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

**ACTION REQUIRED: ONLY INCLUDE WHEN ANTICIPATING OFFERS INVOLVING NEW CONSTRUCTION OR COMPLEX BUILD OUT AND THE RLP STIPULATES A REQUIRED OCCUPANCY DATE.**

AC. A construction schedule giving the dates on which the various phases of permitting, design and construction (including principal categories of work) will be completed to coincide with the Government's required occupancy date and the milestones as outlined under the Lease.

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

AD. 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: 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.**

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

### 3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)

**ACTION REQUIRED: USE THE APPROPRIATE VERSION OF SUB-PARAGRAPH "A". DELETE ALTERNATE VERSIONS.**

**NOTE: THE FIRST TWO OPTIONS REFLECT TI ALLOWANCE PRICING. THE SECOND TWO OPTIONS REFLECT TI TURNKEY PRICING.**

**ALLOWANCE OPTIONS (VERSIONS 1 AND 2):**

**VERSION 1: USE FOR MOST INSTANCES INVOLVING TI ALLOWANCE PRICING.**

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

1. 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.

**ACTION REQUIRED: INCLUDE THIS SUB-PARAGRAPH IN INSTANCES WHERE THE AGENCY IS EXPECTED TO EXCEED THE TI ALLOWANCE. ACTION REQUIRED: FILL IN ESTIMATED AMOUNT OF TI OVERAGE.**

2. The Government anticipates that the Tenant Improvement buildout for this requirement may exceed the allowance under sub-paragraph A.1 above by approximately \$\_\_\_\_\_ per ABOA SF. The Government will use the TI Allowance as stated under sub-paragraph A.1 above in evaluating the TI rent component of offers; however, this does not preclude the Government from consideration of move-related replications costs in the evaluation, as outlined under the paragraph "Present Value Price Evaluation." The disclosure of this anticipated overage is not intended to be construed as an estimate of move-related replications costs. Also, it is not intended to serve as either an accurate estimate or

an agreement by the Government as to the final pricing of the TI work, nor is it a commitment by the Government as to the level of TI work that eventually will be required. This disclosure is only intended to assist Offerors in understanding their potential obligation with respect to financing the full amount of Tenant improvements, as outlined under the Lease Paragraph "Tenant Improvement Rental Adjustment."

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 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 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:

1. 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.

**ACTION REQUIRED: INCLUDE THIS SUB-PARAGRAPH IN INSTANCES WHERE THE AGENCY IS EXPECTED TO EXCEED THE TI ALLOWANCE.**

**ACTION REQUIRED: FILL IN ESTIMATED AMOUNT OF MINIMUM TI OVERAGE FOR "OTHER LOCATIONS OFFERED." THERE SHOULD BE NO ADDITIONAL TI ASSOCIATED WITH THE EXISTING LEASED SPACE.**

2. The Government anticipates that the Tenant Improvement buildout for this requirement may exceed the allowance under sub-paragraph A.1 above by approximately \$\_\_\_\_\_ per ABOA SF. The Government will use the TI Allowance as stated under sub-paragraph A.1 above in evaluating the TI rent component of offers; however, this does not preclude the Government from consideration of move-related replications costs in the evaluation, as outlined under the paragraph "Present Value Price Evaluation." The disclosure of this anticipated overage is not intended to be construed as an estimate of move-related replications costs. Also, it is not intended to serve as either an accurate estimate or an agreement by the Government as to the final pricing of the TI work, nor is it a commitment by the Government as to the level of TI work that eventually will be required. This disclosure is only intended to assist Offerors in understanding their potential obligation with respect to financing the full amount of Tenant improvements, as outlined under the Lease Paragraph "Tenant Improvement Rental Adjustment."

TURNKEY OPTIONS (VERSIONS 3 AND 4):

VERSION 3: USE 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 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.

=====

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 FOR TI TURNKEY PRICING WHEN GSA AND AGENCY DEVELOP DIDS WITH EACH OFFEROR PRIOR TO AWARD. THIS IS SUITABLE WHEN AGENCY PROGRAM REQUIREMENTS ARE SIMPLE AND WELL DEFINED AND THERE ARE NO MORE THAN ONE OR TWO OFFERORS. UNUSUAL REQUIREMENTS OR COMPLEX BUILD OUTS MAY NOT BE WELL SUITED TO THIS TYPE OF APPROACH.

**NOTE: THE TENANT AGENCY MUST AGREE AT THE BEGINNING OF THE PROCUREMENT TO DEVOTE NECESSARY RESOURCES FOR REVIEW AND APPROVAL OF PRE-AWARD DIDS DURING A CONCENTRATED TIME FRAME.**

**3.08 TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017)**

A. Following the receipt of initial offers, Offerors must coordinate a DID workshop with their respective design and construction team and the tenant agency to develop, review, and complete final DIDs before final pricing is established and prior to award of the Lease. The Government will advise Offerors when the workshop should commence. The Offeror shall base the TI portion of its overall pricing on the final approved DIDs and the specifications in this RLP and attachments. This TI price will become a fixed price which the Offeror will include in the final lease proposal as an amortized rent over the Firm Term. Offerors should not price TIs until DIDs are approved in writing by the LCO. The Government reserves the right to make no-cost tradeoffs in the TIs after award. No costs associated with the Building shell or building-specific security shall be included in the TI pricing.

B. DIDs, for the purposes of the Lease, are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor’s architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

**OPTIONAL: LEVEL 2 DIDS. ONLY USE WHEN AGENCY REQUIRES THIS LEVEL OF DETAIL BEFORE PROCEEDING TO CDS. LEVEL 2 DIDS ARE NOT REQUIRED FOR ALL PROJECT TYPES. HOWEVER, IT MAY BE PRUDENT TO REQUIRE LEVEL 2 DIDS WHEN ONE OR MORE OF THE FOLLOWING OCCUR: CLIENT REQUEST WITH JUSTIFICATION, COMPLEX OR VERY DETAILED REQUIREMENTS, OR PROJECTS WITH EXTENSIVE SECURITY REQUIREMENTS.**

**NOTE: LEVEL 2 DIDS ARE FUNDED VIA RWA, NOT SHELL.**

Level 2 DIDs (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. At the DID workshop, the Lessor shall provide a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in the Lease. The finish options shall be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected.

**ACTION REQUIRED: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) II, III OR IV, 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.**

**ACTION 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 FSLII, INSERT \$12.00 PER ABOA SF. FOR FSL III, INSERT \$25.00 PER ABOA SF. FOR FSL IV, INSERT \$40.00 PER ABOA SF. THESE NUMBERS ARE 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 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, INSERT \$25.00 PER ABOA SF FOR FSL III, AND INSERT \$40.00 PER ABOA SF FOR FSL IV. THESE NUMBERS ARE 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.

**ACTION REQUIRED: USE THIS PARAGRAPH ONLY FOR AGENCIES REQUESTING USE OF LEED® FOR INTERIOR DESIGN AND CONSTRUCTION (LEED®-ID+C) OR GREEN GLOBES® FOR SUSTAINABLE INTERIORS (GG® SI). FOR ALL OTHER PROCUREMENTS, DELETE PARAGRAPH.**

**3.10 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)**

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION. DELETE ALTERNATE VERSIONS. CHOICE MUST BE CONSISTENT WITHIN RLP AND LEASE DOCUMENTS.**

**VERSION 1: USE IF LEED® FOR INTERIOR DESIGN AND CONSTRUCTION IS SELECTED.**

The project TIs shall incorporate any necessary design parameters for the Space to meet Leadership in Energy and Environmental Design for Interior Design and Construction (LEED®-ID+C) requirements (at the minimum Certified level) into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements as necessary to meet the certification.

**VERSION 2: USE IF GREEN GLOBES® FOR SUSTAINABLE INTERIORS IS SELECTED.**

The project TIs shall incorporate any necessary design parameters for the Space to meet Green Globes® for Sustainable Interiors (GG®-SI) requirements into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements (at the minimum One Green Globes level) as necessary to meet the certification.

**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.**

**3.11 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.**

**3.12 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.



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## SECTION 4 METHOD OF AWARD

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### 4.01 NEGOTIATIONS (JUN 2012)

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF THIS PARAGRAPH. . DELETE ALTERNATE VERSION.**

#### VERSION 1: USE FOR COMPETITIVE ACTIONS.

Negotiations may be conducted on behalf of the Government by the GSA LCO or designated representative. When negotiations are conducted, GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. 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.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

#### VERSION 2: USE FOR SOLE SOURCE ACTIONS.

Negotiations may be conducted on behalf of the Government by the GSA LCO or designated representative. When negotiations are conducted, GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of federal agencies other than the LCO or their designee.

**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS. DELETE FOR SOLE SOURCE ACTIONS.**

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

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. 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.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

#### ACTION REQUIRED:

**USE THIS PARAGRAPH IF CONTRACT AWARD WILL BE BASED ON PRICE ALONE [LOWEST PRICE TECHNICALLY ACCEPTABLE OR LPTA]. IF USED, DELETE THE BELOW PARAGRAPHS: "OTHER AWARD FACTORS," "FACTOR DESCRIPTIONS," "FACTOR MINIMUM STANDARDS," "FACTOR SUBMITTAL REQUIREMENTS," AND "DOCUMENTATION REQUIREMENTS."**

**NOTE: FAR 15.101-2 OUTLINES REQUIREMENTS FOR PROJECTS USING LPTA INSTEAD OF BEST VALUE TRADEOFF. SEE LEASING ALERT LA-21-03 AND CLASS JUSTIFICATION CD-2021-08 FOR ADDITIONAL GUIDANCE.**

**DELETE FOR SOLE SOURCE LEASE ACTIONS.**

### 4.03 AWARD BASED ON PRICE (JUN 2012)

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. 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.

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:**

USE THE FOLLOWING FIVE PARAGRAPHS IF CONTRACT AWARD WILL BE BASED ON PRICE AND OTHER AWARD FACTORS [BEST VALUE TRADEOFF OR BVTO]. IF USED, DELETE THE ABOVE PARAGRAPH "AWARD BASED ON PRICE."

DELETE FOR SOLE SOURCE LEASE ACTIONS.

**NOTE:** THE LCO MUST WORK WITH THE CLIENT AGENCY TO DETERMINE THE SOURCE SELECTION CRITERIA, RANKING, WEIGHT, AND MINIMUM REQUIREMENTS.

**NOTE:** FAR 15.101-2 OUTLINES REQUIREMENTS FOR PROJECTS USING LPTA INSTEAD OF BEST VALUE TRADEOFF. SEE LEASING ALERT LA-22-04 FOR ADDITIONAL GUIDANCE.

**NOTE:** BVTO IS MANDATORY WHEN REQUIRING OFFERS FOR NEW LEASE CONSTRUCTION; MUST INCLUDE EVALUATION FACTORS ALIGNED WITH THE DESIGN EXCELLENCE PROGRAM. SEE DESIGN EXCELLENCE FOR LEASING PROGRAM GUIDANCE - 2021.

**4.04 OTHER AWARD FACTORS (OCT 2016)**

A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP package and will be most advantageous to the Government, price and technical award factors listed below considered. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

**ACTION REQUIRED:** CHOOSE AMONG THE FOLLOWING: "SIGNIFICANTLY MORE IMPORTANT THAN PRICE" OR "APPROXIMATELY EQUAL IN IMPORTANCE TO PRICE" OR "SIGNIFICANTLY LESS IMPORTANT THAN PRICE."

B. The combination of factors below is [significantly more important than price] [approximately equal in importance to price] [significantly less important than price]. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component.

**ACTION REQUIRED:** INSERT A STATEMENT WHICH INDICATES THE RELATIVE ORDER OF IMPORTANCE OF OTHER AWARD FACTORS, E.G., "ARE LISTED IN DESCENDING ORDER OF IMPORTANCE," OR "ARE EQUALLY IMPORTANT."

**SAMPLE WORDING OF IMPORTANCE OF FACTORS.** FACTOR 1 IS MORE IMPORTANT THAN FACTOR 2 AND FACTOR 1 AND 2 TOGETHER ARE SIGNIFICANTLY MORE IMPORTANT THAN FACTOR 3 AND 4.

**NOTE:** IF AWARD FACTORS ARE BEING USED, ONE OF THE AWARD FACTORS MUST BE PAST PERFORMANCE. MUST ALSO INCLUDE DESIGN EXCELLENCE FOR LEASING.

C. The following award factor(s) will be considered [INSERT RELATIVE ORDER OF IMPORTANCE HERE (FOR EXAMPLE, "IN DESCENDING ORDER OF IMPORTANCE," OR "ARE EQUALLY IMPORTANT")]:

**ACTION REQUIRED:** LIST THE OTHER AWARD FACTORS AND THEIR ORDER OF PREFERENCE. "PAST PERFORMANCE" MUST ALWAYS BE AN AWARD FACTOR.

**ACTION REQUIRED:** ADDRESS THE FACTORS' LEVEL OF IMPORTANCE IF EACH FACTOR HAS A DIFFERENT WEIGHT.

- 1. Factor 1 \_\_\_\_\_
- 2. Factor 2 \_\_\_\_\_
- 3. Factor 3 \_\_\_\_\_
- 4. Factor 4 \_\_\_\_\_

D. 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 accordance with the evaluation factors and the applied price preference, and award made to the offer determined to be most advantageous to the Government. The LCO shall document his/her application of the price preference and further consideration of the offers under this sub-paragraph.

E. 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 – REGIONAL PROJECT TEAM TO DEFINE THE DESCRIPTIONS FOR EACH FACTOR.**

THE QUALIFICATIONS MENTIONED IN THIS PARAGRAPH ARE TO BE TAILORED TO THE EXACT EVALUATION FACTORS.

TO BE USED IN CONJUNCTION WITH "OTHER AWARD FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.

**4.05 FACTOR DESCRIPTIONS (OCT 2016)**

**ACTION REQUIRED.** IF USING SUBFACTORS (NOT RECOMMENDED), A SENTENCE NEEDS TO BE ADDED TO ADDRESS THE WEIGHT OF THE SUBFACTORS. EXAMPLE - THE FOLLOWING TWO ASPECTS OF THIS FACTOR ARE WEIGHTED EQUALLY OR THE FIRST TWO ASPECTS OF THIS FACTOR ARE WEIGHTED EQUALLY; THE THIRD ASPECT IS WEIGHTED SIGNIFICANTLY LESS THAN THE FIRST TWO.

- A. Factor 1 – \_\_\_\_\_
- B. Factor 2 – \_\_\_\_\_
- C. Factor 3 – \_\_\_\_\_
- D. Factor 4 – \_\_\_\_\_

**ACTION REQUIRED: REGIONAL PROJECT TEAM TO DEFINE THE FACTORS MINIMUM STANDARDS FOR EACH FACTOR. PAST PERFORMANCE MUST BE INCLUDED AS ONE OF THE FOLLOWING FACTORS. TO BE USED IN CONJUNCTION WITH "OTHER AWARD FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.**

**4.06 FACTOR MINIMUM STANDARDS (OCT 2016)**

- A. Factor 1 - \_\_\_\_\_
- B. Factor 2 - \_\_\_\_\_
- C. Factor 3 - \_\_\_\_\_
- D. Factor 4 - \_\_\_\_\_

**ACTION REQUIRED: REGIONAL PROJECT TEAM TO DEFINE THE FACTORS SUBMITTAL REQUIREMENTS FOR EACH FACTOR. TO BE USED IN CONJUNCTION WITH "OTHER AWARD FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.**

**4.07 FACTOR SUBMITTAL REQUIREMENTS (OCT 2016)**

- A. Factor 1 - \_\_\_\_\_
- B. Factor 2 - \_\_\_\_\_
- C. Factor 3 - \_\_\_\_\_
- D. Factor 4 - \_\_\_\_\_

**ACTION REQUIRED – REGIONAL PROJECT TEAM TO DEFINE THE DOCUMENTATION REQUIREMENTS. EXAMPLE – LCO CAN SPECIFY NUMBER OF PAGES ALLOWED UNDER ANY FACTOR, FONT SIZE AND FONT TYPE, WHETHER SEPARATE PRICE AND TECHNICAL PROPOSAL PACKAGES ARE REQUIRED; FORMAT (PAPER, ELECTRONIC, CDS, DVD) NUMBER OF COPIES, ETC. TO BE USED IN CONJUNCTION WITH "OTHER AWARD FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.**

**4.08 DOCUMENTATION REQUIREMENTS (OCT 2016)**

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**ACTION REQUIRED: USE FOR COMPETITIVE ACTIONS. DELETE FOR SOLE SOURCE ACTIONS.**

**4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022)**

- 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. OTHERWISE DELETE.**

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 associated with Tenant Improvements (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.

I. TI rental rate

(i) The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.

(ii) The underlying costs equals the TIA divided by (1 + A/E fee percentage)  
 $\$300,000 / 1.05 = \$285,714.29$

(iii) A/E fees at 5% of the underlying costs are  $.05 \times \$285,714.29 = \$14,285.71$

(iv) Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000

(v) The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$300,000 \times .05 = \$15,000$ .

(vi) The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

**ACTION REQUIRED: DELETE BSAC RENTAL RATE UNDER SUB-PARAGRAPH BELOW FOR FSL I.**

II. BSAC rental rate: A/E and Lessor PM fees shall be evaluated for BSAC rental using the same methodology. Using the same scenario as stated above for TI rental rate, but with a BSAC placeholder amount of \$25.00 per square foot (\$250,000 total), the calculation would be as follows:

(i) The underlying costs equals the BSAC divided by (1 + A/E fee percentage)  $\$250,000 / 1.05 = \$238,095.24$

(ii) A/E fees at 5% of the underlying costs are  $.05 \times \$238,095.24 = \$11,904.76$

(iii) Underlying costs of \$238,095.24 plus 5% A/E fees of \$11,904.76 = BSAC of \$250,000

(iv) The Lessor's PM fees are presumed to be in addition to the BSAC and calculated as a percentage of the full BSAC. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$250,000 \times .05 = \$12,500$ .

(v) The sum of these fees is then computed as a percentage of the total BSAC. Following the example, A/E fees of \$11,904.76 plus Lessor's PM fees of \$12,500 (total fees of \$24,404.76) ÷ \$250,000 BSAC = 9.762%. The amortized rental rate for the BSAC is increased by this percentage for purposes of price evaluation.

**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.

**4.10 AWARD (OCT 2022)**

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-~~XX~~P-L~~XXXXXX~~ and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. The pertinent provisions of the offer.

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF SUB-PARAGRAPH 4. DELETE ALTERNATE VERSION.**

**VERSION 1: USE FOR ALL ACTIONS, EXCEPT THOSE USING TI TURNKEY PRICING WITH DIDS PREPARED BY OFFERORS PRIOR TO AWARD.**

4. Floor plans of the offered Space.

**VERSION 2: USE FOR ACTIONS USING TI TURNKEY PRICING WITH DIDS PREPARED BY OFFERORS PRIOR TO AWARD.**

4. Approved DIDs.

**ACTION REQUIRED: ONLY INCLUDE FOR FSL III, IV, OR V PROJECTS. OTHERWISE, DELETE.**

5. GSAR 552.270-33, Foreign Ownership and Financing Representation for High Security Leased 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 7.06, Swing Space - Lease. Narrative shall clearly identify the number of Government staff member moves and outline how renovations will occur with minimum disruption and interference with ongoing Government operations;
2. Floor plan (computer generated plans set to 1/8" = 1'0" preferred) indicating block(s) of swing space including swing space finishes; and
3. Schedule of swing space and final Space to address interim moves demonstrating adherence to Lease schedule, inclusive of all phases, commissioning, and testing requirements.

**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.