

**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 Basis of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

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

**SMALL RLP
GSA TEMPLATE R103 (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.

HOW TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

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

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

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

TO DELETE AND MODIFY PARAGRAPHS*

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

TO DELETE A PARAGRAPH—

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

EXAMPLE: 2.05 OPERATING-COST-ADJUSTMENT- INTENTIONALLY DELETED

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

EXAMPLE: 2.05 INTENTIONALLY DELETED

TO DELETE A SUB-PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE SUB-PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER, LETTER, OR TITLE, **IF ANY.**) **DELETE** THE TEXT BY CLICKING ON THE "DELETE" KEY.
2. PLACE THE CURSOR WHERE THE TEXT WAS AND TYPE "INTENTIONALLY DELETED."

TO MODIFY ALL OR PART OF A PARAGRAPH—

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

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

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

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

TO ADD SECURITY REQUIREMENTS

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

THE FOLLOWING INSTRUCTIONS APPLY ONLY TO SMALL LEASES USING GSA FORM 3626:

- **NOTE** THAT THIS IS A TURNKEY MODEL; ALL REQUIRED IMPROVEMENTS MUST BE INCLUDED BY THE LCO AS PART OF THE LEASE (ASR, PROTOTYPE LAYOUT, ETC.). THERE IS NO STATED TI ALLOWANCE.
- **ATTACH** SEPARATE GENERAL CLAUSES (GSA FORM 3517A).

- SOLICITATION PROVISIONS (FOR SIMPLIFIED ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY), GSA FORM 3516A, HAVE BEEN INCORPORATED INTO THE RLP (R103); DO NOT INCLUDE AS A SEPARATE ATTACHMENT.

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SECTION 1 - STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SMALL) (AUG 2016)

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 Basis 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.

B. Included in the RLP documents are the GSA Form 3626 (U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)) which serves as an offer form and lease contract award document Supplemental Lease Requirements document, and GSA Form 3517A (General Clauses).

C. The Offeror's executed GSA Form 3626 shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the GSA Form 3626 and delivers a signed copy to the Offeror.

ACTION REQUIRED: INPUT THE REQUIREMENTS BELOW, INCLUDING REQUIRED ABOA SF AND PARKING. ADD OR DELETE ITEMS AS NEEDED. THIS MAY BE MODIFIED IF CONSIDERING BUILDINGS IN OTHER THAN A COMMERCIAL SETTING, I.E., MIXED USE.

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

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

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

1.03 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 at [HTTPS://WWW.SBA.GOV/SIZE STANDARDS](https://www.sba.gov/size-standards).

1.04 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.

SECTION 2 - SOLICITATION PROVISIONS

2.01 PARTIES TO EXECUTE LEASE (APR 2015)

- A. If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [INSERT NAME OF FIRM]."
- B. If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- C. If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.
- D. If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.
- E. If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

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. 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.
- B. In addition, a Lease will not be awarded for any offered Property adjacent to 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.

2.03 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

- A. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)
- B. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

SECTION 3 - ELIGIBILITY AND PREFERENCES FOR AWARD

ACTION REQUIRED. CHOOSE EITHER LOWEST PRICE TECHNICALLY ACCEPTABLE APPROACH (LPTA) OR BEST VALUE TRADEOFF (BVTO) APPROACH.

3.01 BASIS OF AWARD (OCT 2022)

ACTION REQUIRED. SELECT 1ST SUBPARAGRAPH A FOR LOWEST PRICE TECHNICALLY ACCEPTABLE OR LPTA APPROACH (AND DELETE 2ND SUBPARAGRAPH A) OR SELECT 2ND SUBPARAGRAPH A FOR BEST VALUE TRADEOFF APPROACH (AND DELETE 1ST SUBPARAGRAPH A). FILL IN INFORMATION REQUIRED UNDER SUB-PARAGRAPHS 1 AND 2.

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.

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

A. Best Value Tradeoff Approach. The Lease will be awarded to the responsible Offeror whose offer will be most advantageous to the Government.

ACTION REQUIRED: FOR BEST VALUE TRADEOFF OR BVTO, CHOOSE AMONG THE FOLLOWING: "SIGNIFICANTLY MORE IMPORTANT THAN PRICE" OR "APPROXIMATELY EQUAL IN IMPORTANCE TO PRICE" OR "SIGNIFICANTLY LESS IMPORTANT THAN PRICE." DELETE FOR LPTA

1. 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: FOR BEST VALUE TRADEOFF, 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." NOTE: IF AWARD FACTORS ARE BEING USED, ONE OF THE AWARD FACTORS MUST BE PAST PERFORMANCE. DELETE FOR LPTA

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.

2. 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: FOR BEST VALUE TRADEOFF, LIST THE OTHER AWARD FACTORS AND THEIR ORDER OF PREFERENCE. "PAST PERFORMANCE" MUST ALWAYS BE AN AWARD FACTOR. DELETE FOR LPTA

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

Factor 1 _____

Factor 2 _____

Factor 3 _____

Factor 4 _____

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

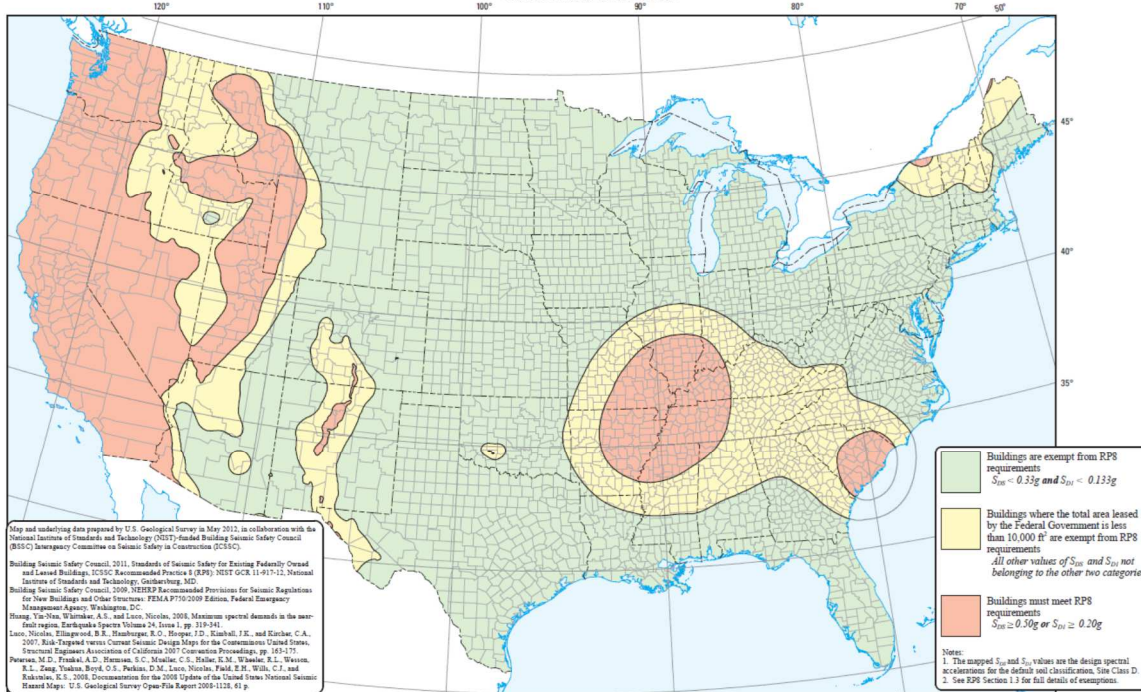
C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

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).

Seismic Leasing Requirements
 Federally Leased Buildings Complying with RP8
 Conterminous United States



THE ABOVE MAP DESIGNATES THE LEASING SEISMIC AREAS.

LOCATE THE DELINEATED AREA ON THE SEISMIC LEASING REQUIREMENTS 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:

3.02 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/](https://www.nist.gov/publications/)
6. "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
7. "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.

8. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
9. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
10. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

3.03 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/](https://www.nist.gov/).
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: MAY BE DELETED ONLY WHEN MARKET SURVEY INDICATES THAT SPACE IS NOT AVAILABLE IN HISTORIC PROPERTIES OR DISTRICTS AS DESCRIBED BELOW OR WHEN PROCURING SPACE IN RURAL AREAS (SEE FMR PART 102-83).

3.04 HISTORIC PREFERENCE (SMALL) (SEP 2015)

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

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (OCT 2021)

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

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

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

C. 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.

D. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at <HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES>. The ENERGY STAR® [BUILDING UPGRADE MANUAL](#) and [BUILDING UPGRADE VALUE CALCULATOR](#) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

E. If the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space

E. 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.

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.

3.06 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (OCT 2020)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. B.

B. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA's Qualification Requirements for Preservation Architects. These standards are available at: <HTTPS://WWW.GSA.GOV/REAL-ESTATE/>.

3.07 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (OCT 2017)

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

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

3.08 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015)

HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern: Price Preference and Competitive Range Determination" paragraph. In such a case, no price evaluation preference shall apply to the

evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

SECTION 4 - HOW TO OFFER

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

4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (OCT 2021)

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

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

Date:

Office Address:

Email Address:

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

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

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

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

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

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

ACTION REQUIRED: THIS LIST IS NOT COMPREHENSIVE. ADD OR DELETE ITEMS APPROPRIATE FOR YOUR SPECIFIC ACQUISITION.

4.02 PROPOSAL CONTENTS FOR SMALL LEASES (OCT 2022)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
U.S. Government Lease For Real Property (Short Form) (GSA Form 3626), completed and signed by Offeror
Supplemental Lease Requirements
Agency Specific Requirements, Dated X , initialed by Offeror
Security Requirements, initialed by Offeror
Fire Protection and Life Safety information and documents (See applicable Fire Protection and Life Safety paragraphs)
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Seismic Form(s) [KEEP ONLY IF USING SEISMIC PARAGRAPH IN SECTION 3 (YELLOW OR RED ZONE); OTHERWISE DELETE]
Historic Property information and documentation, if applicable, per the Historic Preference paragraph
Registration in the System for Award Management (SAM) prior to the Lease Award Date, including completion of all required representations and certifications. This registration service is free of charge.
EISA compliance information (See applicable Energy Independence and Security Act paragraphs)
Evidence of ownership or control of Building or site, including a copy of the Property deed
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror is not the owner of the Property
Proof of signing authority (see GSA Form 3516A, Solicitation Provisions)
Small Business Subcontracting Plan, if applicable
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment [ATTACHMENT IS MANDATORY BUT RESPONSE IS CONTINGENT UPON RESPONSE TO SAM ONLINE REPRESENTATION 52.204-26]
Offeror's Rate for Routine Cleaning and Disinfection Requirements [DELETE IF LEASE IS NET OF JANITORIAL SERVICES]

4.03 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SMALL) (OCT 2020)

A. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in A.1 through A.5, unless the Building meets either exemption in sub-paragraph B or C below.

1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
2. 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).
3. 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).
4. Computer generated plans set to 1/8" = 1'-0" (preferred). 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.
5. 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 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.

B. 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 A.1 through A.5 above.

C. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then Offeror is not required to submit to GSA the FPLS Submittal Information in A.1 through A.5 above.

ACTION REQUIRED: DEFAULT LANGUAGE REFERS TO FINAL PROPOSAL REVISIONS. IF INTENDING TO AWARD WITHOUT DISCUSSION, REPLACE "FINAL PROPOSAL REVISIONS" WITH "INITIAL OFFERS."

4.04 EISA SUBMITTALS (SMALL) (SEP 2015)

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

- A. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions, or
- B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, a written statement addressing which energy efficiency and conservation improvements (can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools 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.

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.

4.05 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 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.