U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER

GS-11P-LDC00340

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. <u>7DC2503</u>, Supplemental Lease Requirements document, General Clauses (GSA Form 3517B), and any other attachments included herein.

A.	LOCATION AND DESCRIPTION	N OF PREMISES OFFERED FOR LEASE BY	GOVERNMENT
NAME AND ADDRESS OF PARKING LOT (Include nine- digit ZIP Code)		2. LOCATION	
BUZZARD POINT	2a. FLOOR(S)	2b. ROOM NUMBER(S) N/A	2e NUMBER OF PARKING SPACES OFFERED
100 V STREET, SW WASHINGTON, DC 20024	2c.SQ. FT. RENTABLE ABOA Common Area Factor N/A	2d. TYPE ☐ GENERAL OFFICE ☐ WAREHOUSE ☑ OTHER (Specify) PARKING LOT WITH	STRUCTURED SURFACE (Unmarked) 175 ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED/space
	7 3 3 1 1 1 1 1 1	CAPACITY FOR 175 SPACES B. TERM	SURFACE/space

- 3a. To Have and To Hold the said Premises with its appurtenances hereby described as a <u>parking lot</u> of an approximate size of one (1) acre (or 43,560 Square Feet) with capacity to accommodate approximately 175 unmarked surface parking spaces for the term beginning on <u>January 28, 2018</u>, continuing for a five (5)-year term and expiring on <u>January 27, 2023</u>.
- I. During the Lease term, either party shall have the right to give (six) 6 months' written notice to terminate the Lease as follows:
 - 1) Termination notice may be given by the Lessor on or after July 28, 2020.
 - 2) Termination option by the Lessor shall not be effective until after 11:59 PM on January 27, 2021, for a firm term of three (3) years.
 - 3) During the firm term of the Lease, Lessor shall have the right to relocate the Government to another area of the parking lot as generally depicted in the attached plan (Exhibit B), or in another configuration generally accepted by both parties, by providing a ninety (90) day written notice to the Government. Immediately upon receipt of such relocation notice by the Lessor, the Government shall inform the Lessor of its intent to:
 - i) pursue the relocation plan, or
 - ii) terminate the lease and vacate the lot prior to the date proposed in the relocation notice.

In the event the Government pursues the relocation plan, the Government's right to terminate the lease shall not be effective again until six (6) months after the date of the relocation date.

- II. The Government's operating hours shall be Monday through Friday from 4:00 AM till 5:00 PM, and Saturday from 4:00 AM till 2:00 PM, excluding Sundays and federal holidays.
- III. Award of this Lease is subject to the terms and conditions defined in Part II of this document.
- 3b. This Lease may be renewed at the option of the Government for a term of N/A YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least N/A days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. This is a "Turn-Key" Lease, for which rent shall be based on a rate per parking space, inclusive of real estate taxes, operating costs, and all improvements by Lessor to meet the required occupancy date by the Government, broken down below for informational purposes only. Rent shall not be adjusted for changes in real estate taxes or operating costs.

Annual rent shall be \$840,000.00 [or \$4,800.00 per parking space], payable at the rate of \$70,000.00 per month. Rent paid by the Government under expired Lease GS-11P-LDC00275 shall be reconciled with rent due under this Lease effective January 28, 2018.

M

FIRM TERM (First 3 Years - Annualized) RENEWAL TERM (First 3 Years - Annualized) RENEWAL TERM (Last 2 Years - Annualized) RENEWAL TERM (INCL. REAL ESTATE TAXES) Renewalized RENEWAL TERM (INCL. REAL ESTATE TAXES) Renewalized Renewali	AMOUNT OF ANNUAL RENT \$840,000.00	5b. RATE PER M	ONTH 70,000.00		
Toperating rent Tale Included in Shell Tale Tal		FIRM TERM (First 3 Years -		Years - Annualized	
8. TURNKEY TENANT 8a. N/A 8b. N/A 8c. N/		6a.	\$840,000.00	6b. \$840,000	0.00 6c. <u>N/A</u>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE) 10. TOTAL RENT 10a. \$840,000.00 10b. \$840,000.00 10c. N/A 11. TENANT IMPROVEMENT COSTS 12. INTEREST RATE TO AMORTIZE TENAN IMPROVEMENTS N/A 13. HVAC OVERTIME RATE PER HOUR N/A 14. ADJUSTMENT FOR VACANT PREMI RATE (\$/ABOA SF/YEAR) D. OWNER IDENTIFICATION AND CERTIFICATION 15c. RECORDED OWNER 15d. Name SW Land Investors, LLC 15c. Address 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER. THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA HEREIN, IN FULL COMPULANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations. 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT 18b. ADDRESS 18c. CITY WASHINGTON DC 18d. STATE 18d. STATE 18e. ZIP + 4 20005-3870 18f. Title 18g. E-mail address 18h. Telephone Number	OPERATING RENT	7a.	Included in Shell	10 12 11 11 11 11 11 11 11 11 11 11 11 11	in 7b. <u>N/A</u>
AMORTIZED CAPITAL (IF APPLICABLE) 10. TOTAL RENT 10a. \$840,000.00 10b. \$840,000.00 10c. N/A 11. TENANT IMPROVEMENT COSTS 12. INTEREST RATE TO AMORTIZE TENAN IMPROVEMENTS N/A 13. HVAC OVERTIME RATE PER HOUR 14. ADJUSTMENT FOR VACANT PREMI RATE (\$\sigma kappa and services) and services and servic		8a. <u>N/A</u>		8b. <u>N/A</u>	8c. <u>N/A</u>
11. TENANT IMPROVEMENT COSTS N/A 12. INTEREST RATE TO AMORTIZE TENAN IMPROVEMENTS N/A 13. HVAC OVERTIME RATE PER HOUR N/A 14. ADJUSTMENT FOR VACANT PREMIRATE (\$/ABOA \$F/YEAR) D. OWNER IDENTIFICATION AND CERTIFICATION 15. RECORDED OWNER 15a. Name SW Land Investors, LLC 15c. Address 606999119 15d. City 15e. State 15f. ZIP + 4 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA. THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT	MORTIZED CAPITAL (IF	9a. <u>N/A</u>		9b. <u>N/A</u>	9c. <u>N/A</u>
N/A 13. HVAC OVERTIME RATE PER HOUR N/A 14. ADJUSTMENT FOR VACANT PREMIRATE (\$/ABOA SF/YEAR) D. OWNER IDENTIFICATION AND CERTIFICATION 15. RECORDED OWNER 15a. Name SW Land Investors, LLC 15c. Address 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIER IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT 18a. NAME SW Land Investors, LLC 601 13TH ST NW STE 300 N 18b. ADDRESS 601 13TH ST NW STE 300 N 18c. CITY DC 18d. STATE DC 18b. Telephone Number	0. TOTAL RENT	10a.	\$840,000.00	10b. \$840,000	0.00 10c. <u>N/A</u>
13. HVAC OVERTIME RATE PER HOUR N/A 14. ADJUSTMENT FOR VACANT PREMINATE (\$/ABOA SF/YEAR) D. OWNER IDENTIFICATION AND CERTIFICATION 15. RECORDED OWNER 15a. Name SW Land Investors, LLC 15c. Address 606699119 15d. City 15e. State 15f. ZIP + 4 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DAY HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT 18b. ADDRESS 18c. CITY 18d. STATE 18e. ZIP + 4 20005-3870 18f. Title 18g. E-mail address 18h. Telephone Number	1. TENANT IMPROVEMENT COSTS	N/A			TE TO AMORTIZE TENANT N/A
15a. Name SW Land Investors, LLC 15c. Address 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT OFFEROR Check if same as Recorded Owner 18a. NAME SW Land Investors, LLC 601 13TH ST NW STE 300 N 18b. ADDRESS 18c. CITY WASHINGTON DC 18b. Title 18c. ZIP + 4 20005-3870 18h. Telephone Number	3. HVAC OVERTIME RATE PER HOU	JR <u>N/A</u>			
15a. Name SW Land Investors, LLC 15c. Address 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. □ I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY □ OWNER □ AUTHORIZED AGENT □ OTHER (Specify) 18. OFFEROR □ Check if same as Recorded Owner 18a. NAME SW Land Investors, LLC c/o ADAM GOOCH 18b. ADDRESS 18c. CITY WASHINGTON DC 18b. STATE DC 18c. ZIP + 4 20005-3870 18f. Title 18g. E-mail address 18h. Telephone Number		D. OWNER ID	ENTIFICATION AND C	ERTIFICATION	
SW Land Investors, LLC 15c. Address 15d. City 15e. State 15f. ZIP + 4 601 13TH ST NW STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED. IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT OTHER (Specify) 18. OFFEROR Check if same as Recorded Owner 18a. NAME SW Land Investors, LLC 601 13TH ST NW STE 300 N 18b. ADDRESS 18c. CITY WASHINGTON DC 18b. Telephone Number			455 DUB	IC Number	
STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT	AND			NAC ANALONA DE LA CONTRACTOR DE LA CONTR	
STE 300 N WASHINGTON DC 20005-3870 16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA LEASE TO THE AFOREMENTIONED RLP, WITH ATTACHMENTS. I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY OWNER AUTHORIZED AGENT OTHER (Specify) 18. OFFEROR Check if same as Recorded Owner 18a. NAME SW Land Investors, LLC 601 13TH ST NW WASHINGTON DC 18b. ZIP + 4 20005-3870 18f. Title 18g. E-mail address 18h. Telephone Number	A SHOW THE CONTRACTOR OF THE C	5d. City	15e. Stat	е	15f. ZIP + 4
16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DA LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED DA HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. ☑ I have read the RLP with attachments in its entirety and am requesting no deviations 17. OFFEROR'S INTEREST IN PROPERTY ☑ OWNER ☑ AUTHORIZED AGENT ☐ OTHER (Specify) 18. OFFEROR ☐ Check if same as Recorded Owner 18a. NAME		V ASHINGTON	ASHINGTON		20005-3870
18. OFFEROR ☐ Check if same as Recorded Owner 18a. NAME SW Land Investors, LLC c/o ADAM GOOCH 18b. ADDRESS 18c. CITY WASHINGTON DC 18e. ZIP + 4 20005-3870 18f. Title 18g. E-mail address 18h. Telephone Number	LEASE TO THE UNITED STATES OF HEREIN, IN FULL COMPLIANCE W	OF AMERICA, THE PR VITH AND ACCEPTAN attachments in its entir OPERTY	REMISES DESCRIBED ICE OF THE AFOREMI	, UPON THE TERMS AND ENTIONED RLP, WITH AT no deviations	CONDITIONS AS SPECIFIED
SW Land Investors, LLC c/o ADAM GOOCH STE 300 N WASHINGTON DC 20005-3870		as Recorded Owner			
	SW Land Investors, LLC 601	13TH ST NW		1.096-296-304-304-004-0	18e. ZIP + 4 20005-3870
SENIOD VD _ DID OF DEVELOPMENT ACCORDINATE COM 202-638 2000	18f. Title SENIOR VP - DIR. OF DEVELOPMENT				
SENIOR VP - DIR. OF DEVELOPMENT AGOOCH@AKRIDGE.COM 202-638-3000	SENIOR VY - DIK. OF DEVELOPMENT	AGOOCH	WAKKIDGE.COM	202-6	30-3000

PART II - AWARD (To be completed by Government)

- Your offer is hereby accepted.
- 1. This award consummates the lease which consists of the following attached documents:
- (a) this GSA Form 3626,
- (b) Design Plans submitted with Lessor's offer delineating the Leased Premises,
- (c) GSA Form 3517B, General Clauses (Acquisition of Leasehold Interests in Real Property),
- (d) the RLP GSA Form R103,
- (e) the following existing improvements to the premises as partially shown in the attached Exhibit A:
 - A perimeter fence.
 - A concrete truck parking pad in the following dimensions: Length: 100 feet; Width 30 feet
 - Infrastructure to accommodate an air-conditioned 50' x 12' trailer of office and related space, to include power for basic office (IT equipment), and small appliances (e.g. refrigerator and microwave), lighting for trailer and lot, trash and snow removal, two (2) land line telephone connections, and two (2) digital lines, water and sewer tanks with upgrades as further detailed in paragraph A.1.(f) below.
- (f) Within two (2) weeks from the date of execution of this Lease, in addition to the non-potable water provided by the Lessor via tank(s) under expired Lease GS-11P-LDC00275, Lessor shall provide, at Lessor's cost, a self-contained hot and cold water unit/sink which Lessor shall connect to the sewer tank. At Lessor's sole cost, Lessor shall replace existing sewer tank with a new larger tank with capacity ranging between 180 and 200 gallons. Lessor shall also provide, at Lessor's cost, a maximum of fifteen (15) standard five (5)-gallon sealed water jugs per week. Water jugs in excess of fifteen (15) per week shall be paid for directly by the tenant.

If at any time during the lease term, the Lessor elects to provide connection to the City water/sewer, the above reference to water jugs will be void and not applicable.

- (g) Throughout the Lease term, Lessor and Government shall cooperate to allow for site access by Lessor for maintenance, vehicle maneuvering, parking, snow plowing and other related activities throughout the lease term.
- 2. Relocation Rights: At any time after January 1, 2019, Lessor shall have the right to relocate the tenant to another portion of the same property (lot), generally consistent in size and condition with existing leased premises. Such relocation and replication of the Government's requirements listed above shall be at Lessor's sole cost. Lessor and Government shall cooperate and coordinate the scheduling, and move after acceptance by the Government of the new location's improvements. The portion of the lot for the relocation of the Government shall be generally consistent with the plan attached hereinto as Exhibit B. Any other proposed relocation plan must be approved by the Government prior to implementation of improvements by the Lessor. The Government's access to the new lot shall be free of any structure or checkpoint/kiosk that Lessor may need to erect in the area adjacent to the Government's entrance to the lot. Relocation is defined as a change by more than fifty percent (50%) of the area of the existing premises, and/or a premises layout that would necessitate a new concrete pad. Realignment or reconfiguration of the existing premises (Exhibit A) shall not constitute a relocation. Any change to the layout of the existing premises triggered by the Lessor shall be at Lessor's sole cost.
- 3. Reference to a Building in the attached Form 3517B shall be considered as reference to the parking lot.
- B. Access: Prior to acceptance and in coordination with Lessor, the Government shall have the right to access the proposed relocation area during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.
- C. Liquidated Damages. In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government fixed and agreed upon liquidated damages N/A for each and every calendar day that the delivery is delayed beyond the date specified for delivery of the lot for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of Lessor's delay.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.				
3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE		
SYLVA H. NICOLAS				

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 GSA Form 3517B (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.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)

A. The Space shall be located in Washington, DC consisting of a surface parking lot or equivalent paved area with capacity for 175 spaces for a site size ranging between ¾ and 1 acre. The offered space must be delivered, ready for occupancy, and meet all of the requirements of this RLP and attached Lease Form 3626 no later than January 20, 2018. The offered space must be built out to meet all specifications as listed in the Additional Requirements below no later than January 20, 2018, absent Government delay. The Lease term is described in the attached Lease Form 3626. Offeror must complete all the work listed below under "Additional Requirements" as part of the Turm-Key rental consideration with a detailed breakdown of the cost of improvements as amortized in the rent. Offeror must submit a proposed site plan with the proposed location of the Trailer for a practical connection to site utilities, as well as the location of the concrete pad, to be approved by the Government.

CITY, STATE	WASHINGTON, DC
DELINEATED AREA	CENTRAL EMPLOYMENT AREA
SPACE TYPE(S)	SURFACE PARKING LOT OR EQUIVALENT PAVED AREA
REQUIRED OCCUPANCY DATE	1/20/2018 (MANDATORY DATE)
RESERVED PARKING SPACES (TOTAL)	175
RESERVED PARKING SPACES (SURFACE)	175
INITIAL FULL TERM	5 YEARS
TERMINATION RIGHTS	PARTIES WILL HAVE THE RIGHT TO TERMINATE THE LEASE AFTER THE FIRST THIRTY-SIX MONTHS OF THE TERM. PARTIES WILL BE REQUIRED TO ISSUE A 6 MONTH-NOTICE FOR THE TERMINATION, TO BE EFFECTIVE NOT EARLIER THAN THE END OF THE FIRST THIRTY-SIX MONTHS.
INITIAL FIRM TERM	36 MONTHS
SOFT TERM	24 MONTHS
ADDITIONAL REQUIREMENTS	 This will be a Turn-Key Lease to be used as a truck screening facility with the following specifications: Parking Lot must have the infrastructure to accommodate an airconditioned 50' x 12' trailer of office and related space, to include power for basic office (IT equipment), and small appliances (refrigerator and microwave), adequate lighting for the lot, sewage, city potable water, trash and snow removal, 2 land line telephone connections, and 2 digital lines. Lot must provide a turning radius to accommodate a 45' truck in addition to the space needed to accommodate the parked airconditioned trailer mentioned above. Lot must be secured by fence. Fence could be either in-ground or above ground as long as NEPA requirements are met for the site. A concrete truck parking pad in the following dimensions: Length: 100 feet; Width 30 feet, must be provided in a location to be identified by the Government. The purpose of the concrete pad is to prevent

M

1.03 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017)

- 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 is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- C. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

1.04 DUNS NUMBER (OCT 2017)

An offeror may obtain a DUNS number (i) via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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.

2.02 FLOOD PLAINS (OCT 2017)

A Lease will not be awarded for any offered Property located within a 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 LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to 100-year floodplain, where such an adjacency would, as determined by the LCO, in his or her sole discretion, 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:

552.270-1 - INSTRUCTIONS TO OFFERORS - ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) - ALTERNATE II (MAR 1998)

52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

su

SECTION 3 ELIGIBILITY AND PREFERENCES FOR AWARD

3.01 BASIS OF AWARD (OCT 2016)

- 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 parking space using 175 spaces.
- 3.02 INTENTIONALLY DELETED
- 3.03 INTENTIONALLY DELETED
- 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 INTENTIONALLY DELETED
- 3.06 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (OCT 2016)
- 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 106An 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 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 Qualifications Standards for Preservation Architects. These standards are available at: http://www.gsa.gov/HISTORICPRESERVATION>Project Management Tools> Qualification Requirements for Preservation Architects
- C. Cooperation with NEPA/NHPA Responsibility: The Government is required to comply with the National Environmental Policy Act (NEPA) for each offered site and, in certain cases, may be required to comply with the National Historic Preservation Act (NHPA). Offerors agree to cooperate with the Government to enable it to review the offered site and conduct any necessary studies or assessments by providing access to the site and access to documents or previous studies already conducted by the Offeror that may assist the Government.
- 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

An

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

4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (OCT 2016)

- 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 Tuesday December 26th at 4:00 PM EST at the following email address:

Email Address: SYLVA.NICOLAS@GSA.GOV

C. INTENTIONALLY DELETED

- 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.

4.02 PROPOSAL CONTENTS FOR SMALL LEASES (OCT 2017)

The proposal shall consist of the following documents:

	DOCUMENT NAME OR DESCRIPTION	
U.S. Gov Offeror	ernment Lease For Real Property (Short Form) (GSA Form 3626), completed and signed	by
General C	Clauses – Form 3517B	
Auto CAE	or scaled floor plans delineating the Premises proposed by the Offeror	
Historic P	roperty information and documentation, if applicable, per the Historic Preference paragraph	
	on in the System for Award Management (SAM), including completion of all requations and certifications. This registration service is free of charge.	rec
Evidence	of ownership or control of site	
	tion from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror involves of the Property	s

4.03 INTENTIONALLY DELETED

4.04 INTENTIONALLY DELETED

AN