

GSA REQUEST
FOR LEASE
PROPOSALS
NO. **XXXXXXXXXX**
CITY/STATE

Offers due by
mm/dd/20yy

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than [time] [time zone] on the date above. See "Receipt Of Lease Proposals" herein for additional information.

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

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

Warehouse RLP
GSA TEMPLATE R101WH (10/24)

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

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

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

TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

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

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

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

TO DELETE AND MODIFY PARAGRAPHS*

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING "**ACTION REQUIRED**," "**OPTIONAL**," OR "**NOTE**." MANDATORY PARAGRAPHS MAY BE ALTERED AT THE DISCRETION OF THE LCO ONLY AFTER CONSULTATION WITH REGIONAL COUNSEL AND THE APPROPRIATE SUBJECT MATTER EXPERT, E.G., REGIONAL FIRE PROTECTION ENGINEER, REGIONAL NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PROGRAM MANAGER OR THE REGIONAL NEPA SPECIALIST, 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. 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, 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.

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

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

BY OL 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]
WAREHOUSE RLP GSA TEMPLATE R101WH (OCT 2024)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (WAREHOUSE) (OCT 2023)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Warehouse Lease described in the RLP documents. The Government will select an Offeror for award by evaluating proposals conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. The RLP documents include a lease template setting forth the terms and conditions of the Lease contemplated by this RLP. The RLP documents include a GSA Proposal to Lease Space (GSA Form 1364WH) 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. Offeror should 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 as provided by Offeror in its GSA Form 1364WH into the GSA Form L201WH lease template, creating a completed Lease. GSA will 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 signature page, initial each page of the Lease, and return it to the Lease Contracting Officer (LCO).
- D. The Offeror's executed Lease shall constitute a firm offer. The Lease is not a binding contract until the LCO executes the Lease and delivers a signed copy to the Offeror.
- E. Offeror may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in the entity name that owns and/or leases the Space to GSA.

ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED ABOA SF

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

ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED RED TEXT INFORMATION:

ACTION REQUIRED: LEASING SPECIALIST TO CHOOSE ONE OF THE FOLLOWING PARAGRAPHS "A"; EITHER VOLUME OR AREA METHOD, DEPENDING UPON THE PRICE EVALUATION METHOD CHOSEN BY THE LEASING SPECIALIST IN CONSULTATION WITH THE CLIENT AGENCY. CALCULATE THE RANGE OF ACCEPTABLE CUBIC OR SQUARE FEET. THE RANGE OF ACCEPTABLE CUBIC OR SQUARE FEET MAY BE PARTIALLY BASED UPON THE AGENCY'S MINIMUM AND MAXIMUM ACCEPTABLE CLEAR CEILING HEIGHTS (POSSIBLY CORRESPONDING TO RACKING INTERVALS AND INCLUDING THE NECESSARY CLEARANCE FROM THE TOP OF THE PROPOSED STORAGE TO TYPICALLY THE SPRINKLER DEFLECTOR OR CEILING MOUNTED LIGHTING, WHICHEVER IS LOWER).

NOTE: THERE WILL BE SOME SITUATIONS (SUCH AS INDOOR VEHICLE STORAGE AND LIGHT SERVICING) WHERE THE AGENCY'S MINIMUM AND MAXIMUM CLEAR CEILING HEIGHTS MAY BE IDENTICAL (SITUATIONS WHERE THE AGENCY DOESN'T REQUIRE ADDITIONAL HEIGHT BEYOND THE MINIMUM ACCEPTABLE). IN THESE SITUATIONS REMOVE ALL REFERENCES TO CUBIC FEET FOR PRICE EVALUATION (HERE AND IN RLP SECTION 4) AND USE ANSI/BOMA ABOA SQUARE FEET AS DEFINED IN THE SECOND SUB-PARAGRAPH "A" BELOW (DELETING THE FIRST SUB-PARAGRAPH "A"). IT IS ALSO PERMISSIBLE TO USE ANSI/BOMA ABOA SQUARE FEET (THE SECOND SUB-PARAGRAPH "A" BELOW) RATHER THAN CUBIC FEET FOR A SHORT TERM SUCCEEDING LEASE OR EXTENSION WHERE IT IS NOT COST EFFECTIVE TO PURCHASE NEW SHELVING AND EQUIPMENT IN ORDER TO RELOCATE TO ANOTHER WAREHOUSE THAT OFFERS BETTER HEIGHT UTILIZATION. IF NONE OF THESE SITUATIONS APPLY, USE THE FIRST SUB-PARAGRAPH "A" AND DELETE THE SECOND ONE. THE MINIMUM CLEAR CEILING HEIGHT IS THE SUM OF THE AGENCY'S MAXIMUM STACKING HEIGHT AND THE AREA NECESSARY FOR TOP SHELF MANEUVERABILITY AND TO MEET ANY LOCAL CODES. STACKING SHELF INTERVALS, THE ASSOCIATED MAXIMUM STACKING HEIGHT, AND ANY NEEDED TOP SHELF CLEARANCE, ARE TO BE

CONSIDERED IN DETERMINING THE MINIMUM REQUIRED CEILING HEIGHT; (AND ANY MAXIMUM CLEAR CEILING HEIGHT FOR PRICE EVALUATION PURPOSES).

NOTE: 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 seeks a minimum of **XXX,XXX** to a maximum of **XXX,XXX** usable clear cubic feet of contiguous space on a single floor in a warehouse type building. While the Government is seeking space in the size range of a specified amount of cubic feet, the required space is to be measured and offered by Offerors in square feet in accordance with American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF), (hereinafter referred to as "ANSI/BOMA ABOA SF" or "ABOA SF"), within the area of consideration set forth below. Mezzanines are excluded; they will not be counted as rentable space and will have to be removed if their volume is to be counted. See Section 2 of the lease for applicable ANSI/BOMA standards. The required space shall be contiguous space located all on ground level. Also see Section 4 of this RLP for details on the calculation of the Present Value Price Evaluation—Warehouse Cubic Foot Method that will determine the lowest priced offer. The space shall have a minimum clear ceiling height of **XX** feet, **XX** inches.
- A. The Government seeks a minimum of **XXX,XXX** to a maximum of **XXX,XXX** square feet of contiguous space on a single floor in a warehouse type building. The required space is to be measured and offered by Offerors in square feet in accordance with American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF), (hereinafter referred to as "ANSI/BOMA ABOA SF" or "ABOA SF") of contiguous space within the area of consideration set forth below. Mezzanines are excluded from the area calculation of the size of the space. See section 2 of the lease for applicable ANSI/BOMA standards. The required space shall be contiguous space located all on ground level. Also see Section 4 of this RLP for details on the calculation of the Present Value Price Evaluation—Warehouse Square Foot Method that will determine the lowest priced offer. The space shall have a minimum clear ceiling height of **XX** feet, **XX** inches.
- B. The space shall be located in a modern quality building of sound and substantial construction in good condition and acceptable to the LCO. If not a new building, the offered space shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space in conformance with this RLP and the associated documents either attached to or incorporated by reference (and itemized in the paragraph entitled "List Of RLP Documents"). Unless specifically stated as tenant improvements (TI), the Lessor shall perform all work at Lessor's sole cost and expense.
- C. Bay Width, Bay Depth, and Column Spacing.
 1. Bay Width: **XX' XX"** (the distance from one side of the bay to the other side of the bay in linear feet and inches)
 2. Bay Depth: **XX' XX"** (the distance from the front of the bay to the back of the bay in linear feet and inches)
 3. Column Spacing: Columns shall be at least **XX'XX"** linear feet apart, measured from the nearest surface of each.
- D. Floors and Floor Load. See lease Paragraph entitled FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) in Section 3 of the Lease.
- E. Automobile Parking. **XXX** parking spaces for automobiles of which **XX** spaces shall be marked as reserved for the exclusive use of the Government. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

ACTION REQUIRED: DELETE REFERENCE TO FENCING REQUIREMENTS IF THE SEMI-TRAILER/TRUCK PARKING IS NOT REQUIRED TO BE SECURED. ANY EXTERIOR FENCING AROUND STAGING/PARKING AREAS SHALL BE CONSIDERED SHELL. NEW ADDITIONAL EXTERIOR FENCING TO ENCLOSE THE ENTIRE SITE OR THE ENTIRE PORTION BEING LEASED TO THE GOVERNMENT SHALL BE CONSIDERED AS MEETING BUILDING SECURITY AMORTIZED CAPITAL ("BSAC") DEFINITIONS OF SECURITY FIXTURES PER PRICING DESK GUIDE CHAPTER 2.9.2.B. (NOTE THAT EXISTING PROPERTY PERIMETER FENCING SHALL BE CONSIDERED SHELL). ALL INTERIOR FENCING (MEANING, FENCING WITHIN THE DEMISED SPACE) SHALL BE CONSIDERED TO BE TENANT IMPROVEMENTS (TI).

- F. Semi-Trailer Staging Area/Parking. **XXX** parking spaces sized for **[TYPE OF]** semis and **[TYPE OF]** trucks of which **XX** shall be reserved for the exclusive use of the Government: **XX** of the reserved spaces shall also be secured within a fenced-in area with a 10-foot-high fence with barbed wire angled outward, said fencing to be considered part of Shell Rent. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- G. Delivery Route. At least one unobstructed route at least 36 inches wide having no steps or abrupt changes in level to connect all accessible elements, spaces, buildings, and courses of passage.
- H. Loading Docks. (Also see the "LOADING DOCKS—SHELL (WAREHOUSE)" paragraph in Section 3 of the lease form).

ACTION REQUIRED: SPECIFY IF TRADITIONAL OR IF CROSS-DOCKED SPACE REQUIRED AND IF CROSSED-DOCKED WHETHER IN A "T" OR "X" CONFIGURATION. ALSO NOTE THE NUMBER OF DOCKS THAT MUST BE OF TRAILER HEIGHT AND THE NUMBER OF DRIVE-IN DOCKS REQUIRED. LEASING SPECIALISTS MUST REALIZE THAT IF DOCKS ARE NOT OF TRAILER HEIGHT OR IF DIFFERENT SIZED TRUCKS WILL BE USING THE DOCK(S), DOCK LEVELERS WILL NEED TO BE SPECIFIED (EXCEPT FOR DRIVE-INS); THE LEASING SPECIALIST MUST CONFIRM WITH THE CLIENT AGENCY IF DOCK LEVELERS ARE REQUIRED OR NOT AND SO SPECIFY. THE LEASING SPECIALIST MUST ALSO CONFIRM/SPECIFY THE TYPE OF DOCK DOOR, INCLUDING AN ELECTRONIC DOOR OPENER (ELECTRONIC IS SHELL STANDARD)

Lessor shall provide a minimum of **XX** loading dock(s) for the exclusive use of the Government. The dock height and configuration shall be XXXXXXXXXXXXXXXXXXXXXXXXXXXX. All dock doors shall include electronic openers as a part of Shell Rent unless otherwise specified in the Agency Special Requirements. Any other upgrades (e.g., security enhancements) to the dock doors shall be considered to be Tenant Improvements.

ACTION REQUIRED: CHOOSE "PREFERRED" OR "REQUIRED", DEPENDING UPON THE CLIENT AGENCY'S REQUIREMENTS.

- I. Truck Turning Radius. At a minimum, a truck turning radius of **XX** feet sized for **[TYPE OF]** trucks for all loading docks designed for such sized trucks. One-way design for service traffic is **[preferred] [required]** in order to avoid the need for large turning areas.

ACTION REQUIRED: IF A WAREYARD IS REQUIRED USE THE BELOW OPTIONAL SUB-PARAGRAPH ENTITLED "WAREYARD", ADDING ANY OUTDOOR LIGHTING FOR THE WAREYARD, IF REQUIRED. IF NO WAREYARD IS REQUIRED, DELETE THE ENTIRE SUB-PARAGRAPH. ANY OUTDOOR LIGHTING AND EXTERIOR FENCING AROUND WAREYARDS SHALL BE CONSIDERED SHELL AND NOT TI, WHETHER ALREADY EXISTING OR TO BE INSTALLED.

- J. Wareyard. A secured (fenced), level, wareyard area of **XXX,XXX** square feet is required, the entrance of which must be within **X,XXX** feet of one of the Government's warehouse entrances. The fencing shall be provided as part of Shell Rent and shall be a minimum of 10 feet high with barbed wire angled outward. At a minimum, the wareyard surface shall be _____ **[Insert: dirt, gravel, paved asphalt or concrete]** capable of withstanding _____ **[Describe proposed use]** _____. **ACTION REQUIRED: OPTIONAL SENTENCE. DELETE IF NO WAREYARD LIGHTING IS REQUIRED:** The wareyard shall be lit, (the cost of lighting fixtures and installation being a part of Shell Rent) in accordance with the same standards set forth for parking areas as covered in Lease Section 3.42.

ACTION REQUIRED: IF THE TENANT AGENCY REQUIRES THAT THE ENTIRE LAND AREA OF THE PROPERTY BE FENCED, OR REQUIRES ALL OF THE OUTSIDE LAND, (AND THE GOVERNMENT'S PORTION OF THE BUILDING), USED BY THE GOVERNMENT BE FENCED, (AND NOT JUST THE WAREYARD), USE THE FOLLOWING SUB-PARAGRAPH. IN ANY SUCH INSTANCE, ALL REASONABLE NEW PERIMETER FENCING WILL BE CONSIDERED FOR MEETING THE BUILDING SECURITY AMORTIZED CAPITAL ("BSAC") REQUIREMENTS OF SECURITY FIXTURES PER PRICING DESK GUIDE CHAPTER 2.9.2.B. ANY EXISTING PERIMETER FENCING SHALL BE CONSIDERED PART OF SHELL RENT. IF NO PROPERTY PERIMETER FENCING IS REQUIRED, DELETE THIS SUB-PARAGRAPH.

- K. Property Perimeter Fencing. Perimeter fencing of the _____ **[ACTION REQUIRED: INSERT EITHER "ENTIRE SITE" OR "THE ENTIRE GOVERNMENT PORTION OF THE SITE"]** shall be provided in accordance with the Agency Special Requirements ("ASRs") attached hereto as Exhibit " _ ". This requirement may be met with existing fencing if acceptable to the Lease Contracting Officer in which case the existing fencing will be considered a part of Shell Rent. Should new perimeter fencing be required then a reasonable requirement will be considered as meeting the Building Security Amortized Capital ("BSAC") requirements of security fixtures and shall not be part of Shell Rent or TI but will be amortized separately as BSAC.

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

- L. 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.

- L. 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.). 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.

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

NOTE: DELETE REFERENCE TO RENEWAL OPTIONS IF NOT REQUIRED.

- M. **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.

NOTE: AVOID HAVING A DATE-CERTAIN OCCUPANCY DATE. WHEN IN DOUBT, DISCUSS WITH REGIONAL COUNSEL.

- N. Occupancy is required in accordance with the schedule outlined in the Schedule for Completion of Space paragraph under the Lease.

O. See loading dock requirements and other requirements in Section 3 of the Lease.

ACTION REQUIRED: THIS SUBPARAGRAPH IS MANDATORY IN SITUATIONS WHERE THERE IS OFFICE USE OCCURRING WITHIN THE WAREHOUSE BUILDING AND IF THE PRICE EVALUATION WILL BE DONE ON A CUBIC FOOT BASIS. IT IS NOT REQUIRED WHEN THE ENTIRE SPACE WILL BE USED SOLELY (100%) FOR STORAGE. IN SUCH CASES, IT IS PERMISSIBLE TO DELETE. THE LEASING SPECIALIST IS TO INPUT THE REQUIRED RED TEXT INFORMATION AFTER CONSULTATION WITH THE CLIENT AGENCY TO DETERMINE THE AGENCY'S OFFICE OR OTHER NON-STORAGE REQUIREMENT. ALSO, A SEPARATE MAXIMUM CEILING HEIGHT FOR THE OFFICE PORTION OF THE SPACE (E.G., 10') MUST ALSO BE PROVIDED IF PRICE EVALUATION IS GOING TO BE DONE ON A CUBIC FOOT BASIS. OTHERWISE, DELETE THIS PARAGRAPH.

P. The space requirement identified in subparagraph "A" will include **XX,XXX** ABOA SF of **[OFFICE]** [ITEMIZE IF MORE THAN ONE TYPE: E.G., SOME OFFICE AND OTHER NON-WAREHOUSE SPACE WITHIN THE WAREHOUSE] and related space. The ceiling height of this area shall be as outlined in the Special Requirements, but for price evaluation purposes using cubic volume the height of this area shall be considered to be **10** feet.

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, SPACE CONTIGUITY REQUIREMENTS, ETC. NOT NECESSARY IF THESE CRITERIA ARE ADDRESSED ELSEWHERE IN THE RLP PACKAGE.

1.03 UNIQUE REQUIREMENTS (OCT 2021)

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

- A. _____
- B. _____
- C. _____

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.

1.04 AREA OF CONSIDERATION (OCT 2021)

The Government requests offers of space in the area bounded as follows:

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

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

ACTION REQUIRED: OPTIONAL PARAGRAPH

CHOOSE SUB-PARAGRAPH A, SUB-PARAGRAPH- B, BOTH A AND B, OR DELETE ALTOGETHER, DEPENDING UPON THE CHARACTERISTICS OF THE DELINEATED AREA. THIS MAY BE MODIFIED IF CONSIDERING BUILDINGS IN OTHER THAN A COMMERCIAL SETTING, I.E., MIXED USE. LEASING CO/SPECIALIST MUST FILL IN THE PARKING VARIABLE, BELOW, WITH A REASONABLE AMOUNT, IN CONFORMANCE WITH LOCAL MARKET PRACTICE.

1.05 PARKING (WAREHOUSE) (OCT 2021)

- A. Inside City Center. 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. Outside City Center. 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.
- C. See Lease (GSA Form L201WH) for additional parking provisions.

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.

NOTE: EXHIBITS SHOULD BE LABELED WITH SEQUENTIAL LETTERS

FILL IN DATE FOR SPECIAL REQUIREMENTS AND APPROPRIATE SECURITY LEVEL (I-IV).

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: ONLY INCLUDE "FOREIGN OWNERSHIP AND FINANCING REPRESENTATION" FOR PROSPECTUS-LEVEL PROJECTS (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.

NOTE: INCLUDE RATE FOR ROUTINE CLEANING AND DISINFECTION SERVICES TEMPLATE WHEN REQUIRING THESE SERVICES UNDER THE LEASE. DELETE FOR LEASES THAT ARE NET OF JANITORIAL SERVICES.

NOTE: FOR WAREHOUSE LEASES ONLY, MAY BE DELETED WHERE ROUTINE DISINFECTION SERVICES ARE UNNECESSARY (E.G., UNOCCUPIED STORAGE FACILITIES).

1.06 LIST OF RLP DOCUMENTS (WAREHOUSE) (OCT 2024)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS- XX P-L XXXXXXX (Template L201WH)		
Agency's Special Requirements (including Racking Plan(s)) Dated XX		
Security Requirements for Level XX		
GSA 3516, Solicitation Provisions		
GSA 3517B, General Clauses		
Proposal to Lease Space (GSA Form 1364WH)		
GSA Form 1217, Lessor's Annual Cost Statement		
GSA Form 12000-WH for Prelease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or Part B) (See Section 3 for applicable requirements)		
Security Unit Price List [FOR TURNKEY BSAC ONLY]		
Seismic Offer Forms [FOR SEISMIC AREAS YELLOW AND RED ONLY]		
DOL Wage Determination [WHEN INCLUDING "LABOR STANDARDS" LEASE PARAGRAPH THE OFFICIAL WEBSITE FOR OBTAINING WAGE DETERMINATIONS IS SAM.GOV.]		
GSAR 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space [FOR FSL III, IV OR V PROJECTS ONLY]		
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment [ATTACHMENT IS MANDATORY BUT RESPONSE IS CONTINGENT UPON RESPONSE TO SAM ONLINE REPRESENTATION 52.204-26]		
Broker Commission Agreement [IF USING THE GSA BROKER CONTRACT]		

ACTION REQUIRED. SUB-PARAGRAPH B ONLY APPLIES FOR RLP PACKAGES POSTED ON CONTRACT OPPORTUNITIES MODULE IN SAM.GOV WHERE THE RLP PACKAGE INCLUDES A SENSITIVE ATTACHMENT THAT THE LCO PREFERS TO ISSUE MANUALLY INSTEAD OF LOCKING ACCESS TO THIS ATTACHMENT WITHIN THE SAM.GOV APPLICATION. OTHERWISE, DELETE.

IF CHOOSING THIS APPROACH, SUBSTITUTE A GENERIC ATTACHMENT WITHIN THE POSTED PACKAGE THAT DIRECTS OFFERORS TO CONTACT THE GOVERNMENT TO OBTAIN THE INFORMATION.

NOTE: IN THE EVENT THAT FUTURE POLICY MANDATES THE POSTING OF RLP PACKAGES ON SAM.GOV, LCOS MAY NOT USE THIS APPROACH TO EXCLUDE POSTING OF THE RLP ITSELF OR NON-SENSITIVE RLP ATTACHMENTS.

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

1.07 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 (WAREHOUSE) (OCT 2023)

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 ("Special 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.
- D. The Lease contemplated by this RLP is a [SELECT ONE OF THE ITEMS IN RED TEXT: FULLY SERVICED MEANS ALL BUILDING SERVICES ARE PAID FOR BY LANDLORD; AND MODIFIED NET REFERS TO THE GOVERNMENT PAYING FOR SOME BUILDING SERVICES (TYPICALLY UTILITIES, JANITORIAL, AND/OR TRASH REMOVAL WITHIN THE GOVERNMENT'S SPACE). LEASING SPECIALISTS MUST REMEMBER TO PROPERLY CONVEY TO OFFERORS IN BOTH THE RLP AND LEASE WHICH OPERATING EXPENSES THE GOVERNMENT WILL BE PAYING FOR DIRECTLY (IF ANY) AND WHICH WILL BE PROVIDED BY THE LESSOR AND INCLUDED IN OPERATING EXPENSES AS DEFINED IN THE LEASE] _____ [modified net or fully serviced] _____ Lease. See RLP Paragraphs 3.03 and 3.09 for further details on financial responsibility for various Operating Expenses. 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.
- E. 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.
- F. The security pricing process is described in a separate paragraph.
- G. 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.
- H. 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 form and in the GSA 3517B, General Clauses 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 II): 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 SECURITY UNIT PRICE LIST. FOR FSL II, 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.

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: INSERT INFORMATION FOR LCO AND ALTERNATE GOVERNMENT CONTACT.

1.12 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.

1.13 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 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.

ACTION REQUIRED: FILL IN ANTICIPATED USE OF FACILITY (E.G., STORAGE, MANUFACTURING, PERFORMANCE OF VEHICLE MAINTENANCE).

1.14 PLANNED USE BY GOVERNMENT (WAREHOUSE) (MAY 2014)

The Government shall be entitled to use the space for any lawful purpose. However, the Government intends to initially use the space for **[FILL IN: DESCRIBE PROPOSED USE OF SPACE INCLUDING THE TYPES OF COMMODITIES TO BE STORED, BASIC RACKING HEIGHTS AND PALLET TYPES AT A MINIMUM]**: _____ . Such use may involve the use of hazardous materials. The Government will agree in the Lease to use and maintain any hazardous materials in conformance with all applicable Federal, state, and local environmental regulations.

NOTE: THIS PARAGRAPH DEFAULTS TO A NAICS CODE OF 531120 LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES), WHICH APPLIES TO COMMERCIAL OFFICE BUILDINGS. THE "EXCEPTION" INDICATES THIS IS LEASING OF BUILDING SPACE TO THE FEDERAL GOVERNMENT BY OWNERS.

ACTION REQUIRED: REVISE NAICS CODE IF SEEKING THE FOLLOWING:

- SELF-STORAGE #531130 (EXCEPTION)
- LAND #531190 (EXCEPTION)
- RESIDENTIAL #531110 (EXCEPTION)

1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023)

- A. The North American Industry Classification System (NAICS) code for this acquisition is 531120 (Exception).
- B. The small business size standard for the applicable NAICS codes is found at [HTTPS://WWW.SBA.GOV/DOCUMENT/SUPPORT-TABLE-SIZE-STANDARDS](https://www.sba.gov/document/support-table-size-standards).

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

ACTION REQUIRED: SPECIFY BAY WIDTH, DEPTH AND/OR COLUMN SPACING WHENEVER NECESSARY TO MAXIMIZE THE EFFICIENCY OF THE LAYOUT FOR THE PLACEMENT OF STORAGE RACKS OR PALLETS. PARAGRAPH MAY BE MODIFIED AS NEEDED.

2.01 EFFICIENCY OF LAYOUT (WAREHOUSE) (MAY 2014)

- 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.
- C. Space offered must have a minimum column spacing of **XX** feet **XX** inches, an overall minimum width of **XX** feet **XX** inches, and an overall minimum depth of **XX** feet **XX** inches.

ACTION REQUIRED: PARAGRAPH DEFAULTS TO A "BASE" STANDARD OF "1-PERCENT-ANNUAL- CHANCE" FLOODPLAIN DESIGNATION (FORMERLY REFERRED TO AS "100-YEAR" FLOODPLAIN). IF AGENCY DESIGNATES THIS AS A CRITICAL ACTION (DEFINED AS ANY ACTIVITY OR ACTION FOR WHICH EVEN A SLIGHT CHANCE OF FLOODING WOULD BE TOO GREAT), USE "0.2-PERCENT-ANNUAL-CHANCE [TWO-TENTHS OF A PERCENT] FLOODPLAIN (FORMERLY REFERRED TO AS "500-YEAR" FLOODPLAIN) INSTEAD. EXAMPLES OF CRITICAL ACTIONS INCLUDE, BUT ARE NOT LIMITED TO: STORAGE OF IRREPLACEABLE RECORDS; STORAGE OF VOLATILE, TOXIC, OR WATER-REACTIVE MATERIALS; CONSTRUCTION OR OPERATION OF HOSPITALS AND SCHOOLS; CONSTRUCTION AND OPERATION OF UTILITIES AND EMERGENCY SERVICES THAT WOULD BE INOPERATIVE IF FLOODED; STORAGE OF NATIONAL STRATEGIC AND CRITICAL MATERIALS; ACQUISITION OF HEALTH FACILITIES FOR CLIENT AGENCIES; CHILD CARE FACILITIES; AND PUBLIC BENEFIT CONVEYANCES FOR SCHOOLS, PRISONS, AND SOME OTHER INSTITUTIONAL USES.

ACTION REQUIRED: PER FLOODPLAIN MANAGEMENT DESK GUIDE ISSUED NOVEMBER 2023 ([HTTPS://WWW.GSA.GOV/DIRECTIVES-LIBRARY/FLOODPLAIN-MANAGEMENT-1](https://www.gsa.gov/directives-library/floodplain-management-1)), IF NEW CONSTRUCTION, USE THE FEDERAL FLOOD RISK MANAGEMENT STANDARD (FFRMS) FLOODPLAIN (ESTABLISHED BY EITHER OF THESE METHODS: CLIMATE INFORMED SCIENCE APPROACH, FREEBOARD VALUE APPROACH, OR 0.2-PERCENT-ANNUAL-CHANCE FLOOD APPROACH). CONSULT THE REGIONAL NEPA PROGRAM MANAGER TO OBTAIN THE APPROPRIATE FLOODPLAIN.

2.02 FLOOD PLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 1-percent-annual-chance floodplain (formerly referred to as 100-year floodplain) unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP and does not impact the Government's full use and enjoyment of the Premises. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Government may determine that the offered Property does not adequately avoid development in a 1-percent-annual-chance floodplain.

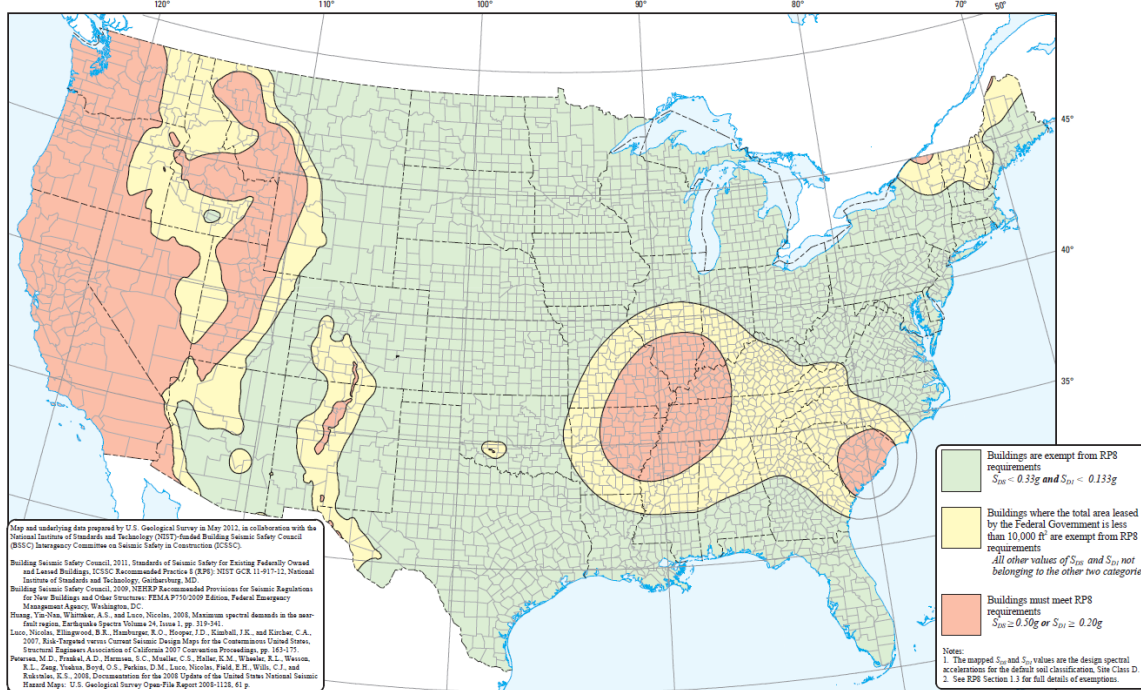
In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

THE FOLLOWING ARE EXEMPT FROM THE SEISMIC STANDARDS AND ALL SEISMIC LEASING PARAGRAPHS, AND THE ATTACHMENTS CAN BE DELETED:

- THE LEASE IS FOR LESS THAN FIVE (5) YEARS,
- THE LEASE IS FOR BUILDING STRUCTURES THAT ARE INTENDED ONLY FOR INCIDENTAL HUMAN OCCUPANCY (OCCUPIED BY PEOPLE FOR TWO HOURS OR LESS PER DAY),
- DETACHED ONE- AND TWO-FAMILY DWELLINGS LOCATED WHERE $S_{Ds} < 0.4$ G. (CHECK WITH THE REGIONAL SEISMIC ENGINEER TO DETERMINE THE SEISMICITY OF THE DELINEATED AREA), OR
- THE DELINEATED AREA IS IN THE GREEN AREA (LOW AND VERY LOW SEISMICITY) IN THE SEISMIC LEASING REQUIREMENTS MAP
- BUILDING STRUCTURES THAT ARE INTENDED ONLY FOR INCIDENTAL HUMAN OCCUPANCY OR THAT ARE OCCUPIED BY PERSONS FOR A TOTAL OF LESS THAN 2 HOURS A DAY, UNLESS DESIGNATED FOR AN OCCUPANCY-BASED PERFORMANCE OBJECTIVE (PER RP8 SEISMIC STANDARDS SECTION 1.3D).

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

GREEN AREA

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

ACTION REQUIRED: DELETE THE FOLLOWING PARAGRAPHS FROM THE RLP:

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

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

YELLOW AREA

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

ACTION REQUIRED:

INCLUDE IN THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION—MODERATE SEISMICITY

DELETE FROM THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION—HIGH SEISMICITY

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

RED AREA

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

ACTION REQUIRED: DELETE THE FOLLOWING FROM THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION—MODERATE SEISMICITY

INCLUDE IN THE RLP:

- SEISMIC SAFETY FOR EXISTING CONSTRUCTION—HIGH SEISMICITY

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

2.03 SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2023)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. Definitions. For the purpose of this paragraph:
1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](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 the [NIST PUBLICATION STANDARDS ON SEISMIC SAFETY](#).
 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 2023)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards must not be considered. If none of the offers is in compliance with the Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
 1. The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building (Seismic Form D).
 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. Definitions. For the purpose of this paragraph:
 1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](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.

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 GSAR 552.270-2 HISTORIC PREFERENCE (DEVIATION) (JUL 2024)

(a) The Government will give preference to offers of space in historic properties and 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.

(3) *Historic property* means any **prehistoric** or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places 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 solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation 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 ANSI/BOMA Occupant Area (ABOA) square feet (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 an 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 contract in the amount of the actual price(s) proposed by the successful offeror and accepted by the Government.

(g) To qualify for a price evaluation preference, offerors 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 2024)

- A. The 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) that includes a list of all ACM and their condition 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.
- E. The Government reserves the right to review Offeror's existing records for compliance.

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 2023)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost-effective energy efficiency and conservation improvements.
- B. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY

STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2023, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2024. Notwithstanding the above, buildings that meet any of the following are considered as equivalent to having an Energy Star label in the most recent year, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government:

1. All new Buildings being specifically constructed for the Government, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government, and received the "Designed to Earn the Energy Star®" certification prior to construction;
2. All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy;
3. Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; or
4. An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year.

ENERGY STAR tools and resources can be found at <HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES>.

- C. Subject to subparagraph D below, EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
 2. The agency will remain in a Building it currently occupies;
 3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 4. The Lease is for 10,000 RSF or less.
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:
1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring /Control System (EMCS).
 2. Lighting Improvements.
 3. Building Envelope Modifications.
- Note. Additional information can be found on <HTTPS://WWW.GSA.GOV/REAL-ESTATE/REAL-ESTATE-SERVICES/LEASING/SUSTAINABILITY-POLICIES> under "Sustainability Policies."
- 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 <ENERGYSTAR.GOV> (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.
- 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: 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 uses 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 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PROGRAM MANAGER OR THE REGIONAL NEPA SPECIALIST. 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 (OCT 2023)

- A. Environmental Due Diligence.
1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 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 E1527-21. Failure to submit the required study may result in dismissal from consideration.
 2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.
- B. National Environmental Policy Act.
1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision-making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.
 2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state, and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.
 3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.
 4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government.

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.
6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

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

2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2023)

- A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). 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 minimized or reasonably mitigated or where the level of NHPA analysis is more extensive than is acceptable to the Government.
- 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/](https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/). 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.

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

3.02 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:
- 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.

3.03 PRICING TERMS (WAREHOUSE) (OCT 2023)

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 1364WH—Warehouse Proposal to Lease Space. Complete all sections of the 1364WH, including, but not limited to:
1. A **[CHOOSE ONE OF THE FOLLOWING]** [fully serviced Lease rate (gross rate) OR modified net Lease rate (Government provides utilities and/or janitorial services and/or trash removal)] 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 1364WH, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
 4. The annual rent to amortize the Tenant Improvement Allowance (TIA). 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. The TIA, which is to be provided by the Lessor to the Government for TIs,

shall be made available at lease execution. 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. Such BSAC shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the BSAC 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 BSAC costs resulting from an extended amortization period.
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. If the utilities within the space are not paid directly by Government, 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 1364WH Warehouse 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 in block 38.b., and if GSA is using a Tenant Representative Broker, compensation (expressed as %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 38.a.

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: 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.

- D. 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 SUBMITTTALS. SEE LDG CHAPTER 14 FOR SUBMITTAL SUGGESTIONS [E.G., SITE PLAN, ELEVATION DRAWINGS, ARCHITECTURAL RENDERINGS, ETC.].
3.06 ADDITIONAL SUBMITTALS (WAREHOUSE) (OCT 2024)

Offeror shall also submit with its offer the following:

- A. 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 ND TECHNICAL DELIVERABLES."

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

- 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 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.
- 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.
- 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.
- 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) Submittal Information in subparagraph 1 with its initial offer unless the Building meets subparagraphs 2 or 3 below.

1. FPLS Submittal Information.
 - a. Completed GSA Form 12000-WH, Pre-lease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or PART B, as applicable). The GSA Form 12000-WH contains two parts that must be completed depending on the area of the space the offeror proposes to lease to the Government. The offeror or an authorized representative must complete Part A when an offered space is less than 40,000 rentable square feet in area. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when offered space is greater than or equal to 40,000 rentable square feet in area. The licensed fire protection engineer must complete Part B.
 - b. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if an automatic fire sprinkler system is installed in the Building).
 - c. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a fire alarm system is installed in the Building).
 - d. Scaled floor plan drawings (1/8-inch scale, minimum) of the space offered for government lease, and a floor plan of the building showing locations and dimensions of storage area. All plans submitted for consideration shall include the locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors shall meet local code requirements for issuance of occupancy permits.
 - e. 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 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 offered Space is located on the 1st floor of the warehouse Building AND is 10,000 rentable square feet or less in area, AND the top of proposed storage is 12 feet in height or less, the Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1. However, the Offeror must submit a valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered space regarding compliance with all applicable local Fire Protection and Life Safety related codes and ordinances.
3. If the offered space is located on the 1st floor of the warehouse building, AND if the Offeror provides a Building Certificate of Occupancy obtained under any edition of the IBC, AND the offered space meets or will meet all the Lease requirements with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, the Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1.
- 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.
- L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.
- 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. In addition, plans shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans.
 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. Plans shall comply with all requirements outlined in this RLP and shall depict all points of building ingress/egress and loading docks, including identification of dock heights (or drive-ins) and indicating the use (or not) of dock levelers.
 4. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors 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 (Warehouse)" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- Q. 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 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.

- R. 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 U.S. Green Building Council LEED® Accredited Professionals as team members, including their roles throughout the project.

VERSION 2: USE IF GREEN GLOBES® FOR NEW CONSTRUCTION IS SELECTED.

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

- S. 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 PROGRAM MANAGER. APPLICABLE SITUATIONS INCLUDE:

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

OTHERWISE, DELETE.

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

- T. 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.

USE IN CONJUNCTION WITH RLP PARAGRAPH "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

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

- V. If the Offeror requests any deviations, the Offeror must document all deviations on Form 1364WH 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.

- W. 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.

- X. Information required under paragraph entitled "UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (WAREHOUSE)."

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

- Y. 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.

- Z. 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.

- AA. 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: 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.

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

ACTION REQUIRED: CHOOSE ONE OF THE SUB-PARAGRAPHS "A" AND DELETE THE OTHER.

NOTE THAT THE SECOND OPTION REFLECTS A COMPETED SUCCEEDING LEASE PROCUREMENT WITH TI ALLOWANCES. THERE IS ALSO A SUCCEEDING LEASE MODEL THAT IS NON-COMPETITIVE, WHERE THE TI IS STATED AS MINIMAL TURNKEY REQUIREMENTS (PAINT AND CARPET).

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

- A. 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.

USE THE SECOND SUB-PARAGRAPH A ONLY IN A SITUATION WHEN THE AGENCY REQUIRES MINIMAL ALTERATIONS AT THE EXISTING LOCATION AND, BASED ON ITS SPACE AND MISSION NEEDS, WOULD ACCEPT A SUCCEEDING LEASE. AN AGENCY MAY ELECT TO APPLY A TI AMOUNT LESS THAN THEIR FULL ENTITLEMENT FOR THEIR CURRENT EXISTING LEASED SPACE. THE REDUCED TI ALLOWANCE MUST BE AGREED TO AND CONFIRMED WITH THE AGENCY IN AN A CPA OR OTHER PROJECT DOCUMENT PRIOR TO THE ISSUANCE OF THE RLP. IF THIS IS THE CASE, THE DIFFERENT TI RATES TO BE USED MUST BE DISCLOSED TO ALL OFFERORS AND CLEARLY NOTED IN THIS RLP. ONCE AGREED TO, THE AGENCY CANNOT ASK FOR THE REMAINDER OF THEIR ORIGINAL TI ENTITLEMENT.

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

- A. 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.
- B. The TI Allowance 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: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) 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 TOTAL FULLY SERVICED RENT ABOVE THE HIGH END OF THE MARKET, REDUCE THE BSAC FIGURE BELOW AND OBTAIN AN RWA FOR THE DIFFERENCE.

3.08 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)

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

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

ACTION REQUIRED: LEASING SPECIALIST MUST ENTER THE BSAC AMOUNT PRIOR TO ISSUING THE RLP. FOR FSL II, INSERT \$12.00 PER ABOA SF. 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 AN A CPA OR OTHER PROJECT DOCUMENT PRIOR TO THE ISSUANCE OF THE RLP. IF THIS IS THE CASE, THE DIFFERENT BSAC RATES TO BE USED MUST BE DISCLOSED TO ALL OFFERORS AND CLEARLY NOTED IN THIS RLP. ONCE ESTABLISHED, THE AMORTIZED BSAC AMOUNT CANNOT BE INCREASED.

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

ACTION REQUIRED: LEASING SPECIALIST MUST ENTER THE BSAC AMOUNT PRIOR TO ISSUING THE RLP. FOR CURRENT LOCATION, ENTER ESTIMATED BSAC AMOUNT. FOR OTHER LOCATIONS: INSERT \$12.00 PER ABOA SF FOR FSL II, INSERT \$25.00 PER ABOA SF FOR FSL III AND \$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.

3.09 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 FOR MODIFIED-NET LEASES, AND DELETE THE PARAGRAPH ABOVE. IF YOU USE THIS PARAGRAPH AND DELETE THE PARAGRAPH ABOVE, ALSO INCLUDE THE PARAGRAPH "UTILITIES SEPARATE FROM RENTAL" IN THE LEASE IF THE GOVERNMENT IS GOING TO PAY UTILITIES DIRECTLY TO THE UTILITY COMPANY.

3.10 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER—MODIFIED NET (WAREHOUSE) (MAY 2014)

The Government requests a modified-net lease as part of the rental consideration. Operating costs shall include all costs except _____ **[FILL IN: EXAMPLES ARE ELECTRICITY AND WATER CONSUMED WITHIN THE GOVERNMENT LEASED SPACE, JANITORIAL WITHIN THE GOVERNMENT LEASED SPACE, AND/OR TRASH REMOVAL FROM WITHIN THE GOVERNMENT LEASED SPACE]** _____. The base for operating costs adjustment will be established during negotiations based upon rentable SF and in conformance with this RLP. 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 any 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 BEING PROVIDED NET OF UTILITIES AND THE PARAGRAPH ENTITLED "OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER" IS DELETED. IF YOU USE THIS 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.

3.11 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (WAREHOUSE) (MAY 2014)

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.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (OCT 2023)

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. 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.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (OCT 2023)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Evaluation 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.

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 EVALUATION 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.

4.03 AWARD BASED ON PRICE (OCT 2023)

- A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.
- B. See FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, as listed under the attached GSA 3517, General Clauses.
- 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 EVALUATION 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 EVALUATION FACTORS (OCT 2023)

- 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 evaluation 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 EVALUATION 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 EVALUATION FACTORS ARE BEING USED, ONE OF THE EVALUATION FACTORS MUST BE **PAST PERFORMANCE**. MUST ALSO INCLUDE DESIGN EXCELLENCE FOR LEASING.

C. The following evaluation 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 EVALUATION FACTORS AND THEIR ORDER OF PREFERENCE. "PAST PERFORMANCE" MUST ALWAYS BE AN EVALUATION 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. See FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, as listed under the attached GSA 3517, General Clauses.

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 EVALUATION FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.

4.05 EVALUATION FACTOR DESCRIPTIONS (OCT 2023)

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. Evaluation Factor 1 _____
- B. Evaluation Factor 2 _____
- C. Evaluation Factor 3 _____
- D. Evaluation 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 EVALUATION FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.

4.06 EVALUATION FACTOR MINIMUM STANDARDS (OCT 2023)

- A. Evaluation Factor 1 _____
- B. Evaluation Factor 2 _____
- C. Evaluation Factor 3 _____
- D. Evaluation Factor 4 _____

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

4.07 EVALUATION FACTOR SUBMITTAL REQUIREMENTS (OCT 2023)

- A. Evaluation Factor 1 _____
- B. Evaluation Factor 2 _____
- C. Evaluation Factor 3 _____
- D. Evaluation 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 EVALUATION FACTORS" PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.

4.08 EVALUATION DOCUMENTATION REQUIREMENTS (OCT 2023)

- A. Evaluation Documentation Factor 1 _____
- B. Evaluation Documentation Factor 2 _____

ACTION REQUIRED: IF THE CUBIC FOOT METHOD OF PRICE EVALUATION IS CHOSEN THEN USE THE FIRST VERSION OF THE "PRESENT VALUE PRICE EVALUATION" PARAGRAPH BELOW, (DELETING THE SECOND ONE). IF NOT, USE THE SECOND VERSION, (DELETING THE FIRST ONE). FILL IN ANY RED XXS WITH THE APPROPRIATE INFORMATION.

4.09 PRESENT VALUE PRICE EVALUATION—WAREHOUSE CUBIC FOOT METHOD (OCT 2024)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be

provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.

- B. The Government's goal is to maximize the cubic feet of the storage area portion of the space without exceeding use of a maximum height (determined to be **XX** feet **XX** inches, which includes a maximum stacking height of **XX** feet **XX** inches plus an additional **XX** feet **XX** inches for top shelf clearance and to meet local codes). No credit will be given for clear heights in excess of 10 feet 00 inches in non-storage designated areas. The Government will evaluate offer prices on the basis of the offered price per cubic foot (subject to the intended maximum height) in accordance with these and all other paragraphs of this RLP and the lease form (GSA Form L201WH), a copy of which is hereby incorporated by reference. A cubic foot determination will be made by the government for determining the best value for the government by taking the ABOA SF and multiplying it times the Space's usable, clear height for the Government's intended storage portion of the space as indicated in this RLP and its attachments, subject to a maximum height as also provided herein (or in the special requirements attached to this RLP). Office and non-storage areas will be valued at 10 ft 00 inches in height for purposes of determining the cubic area of that portion of the Space.
- C. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields the clear ceiling height and the usable clear cubic feet within the required range. The Government will verify the amount of clear ceiling height and the ABOA square feet and will convert the rentable prices offered to ABOA prices, subject to, (if volume price evaluation is provided for in this RLP), the maximum height to be considered, (including any stated required incremental height intervals for additional height consideration in the price evaluation above the minimum height), and the designated office or other non-storage area height, all of which will subsequently be used in a volume designated price evaluation. From a volume price evaluation standpoint, adjustments to offered clear height will be made if needed to conform to the Government's maximum height specified in the RLP and its attachments. These height adjustments, if needed, will have the effect of reducing the size of the offered space with respect to its volume, with a resulting adverse effect upon the volume price evaluation of an affected offer.
- D. Evaluation of offered prices will be based on the annual price per cubic foot using the methodology described above, including all required option periods. The Government will perform present value price evaluation by reducing the prices to a composite annual price per Cubic Foot price, as follows:
1. Mezzanines, parking, truck/trailer staging, and wareyard areas will be excluded from the total square (and cubic) footage but not from the price. For different types of space, the gross annual price per Cubic Foot will be determined by dividing the total annual rental by the total Cubic Feet 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.

- 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 1364WH any and all fees to complete the TI and BSAC, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows and using the example with a \$150,000 TI Allowance and a \$50,000 BSAC amount to illustrate scenarios.

- I. A/E Fees Calculation - Percentage Rate Offered. For evaluation purposes, the fee is a percentage of the TI Allowance and BSAC amount. For example, a 5% A/E fee results in an A/E fee amount of \$10,000
 - (i) $(\text{TI Allowance} + \text{BSAC amount}) \times \text{A/E Fee percentage} = \text{A/E fee amount}$
 - (ii) $(\$150,000 + \$50,000) \times 0.05 = \$10,000$

- II. Lessor's PM Fees Calculation. For evaluation purposes, the PM fee is a percentage of the TI Allowance and BSAC amount. For example, a 5% PM fee results in a PM fee amount of \$10,000.
 - (i) $(\text{TI Allowance} + \text{BSAC amount}) \times \text{Lessor's PM fee percentage} = \text{PM fee amount}$
 - (ii) $(\$150,000 + \$50,000) \times 0.05 = \$10,000$

- III. Total Fee Percentage Calculated and Applied to Buildout Amortization. For evaluation purposes, the A/E fees and Lessor's PM fees are not evaluated as lump sum amounts. The sum of the A/E and PM fees is computed as a percentage of the total combined TI Allowance and BSAC amount and added to the annual amortized rate for the separate TI and BSAC rents. Using the above examples, the annual amortized rate added to the TI Allowance and BSAC amount rents is calculated to be 10%.
 - (i) $\text{A/E fees} + \text{Lessor's PM fees} = \text{Total fees}$
 - (ii) $\$10,000 + \$10,000 = \$20,000$
 - (iii) $\text{Total fees} / (\text{TI Allowance} + \text{BSAC amount})$
 - (iv) $\$20,000 / (\$150,000 + \$50,000) = 10\%$

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

ACTION REQUIRED: IF USING THIS SUB-PARAGRAPH, 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.

ACTION REQUIRED: – INCLUDE SUB-PARAGRAPH g WHEN LEASE WILL ESTABLISH A SEPARATE ANNUAL COST FOR AREAS REQUIRING ABOVE-STANDARD 24/7 HVAC SERVICES WHICH ARE TO BE PAID SEPARATELY VIA RWA OR THROUGH THEIR OA AND NOT INCLUDED IN THE OPERATING RENT (I.E., AREAS OVER 500 SF). OTHERWISE, DELETE.

- g. The annual cost of providing 24/7 HVAC. 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 Cubic Feet will be the present value cost per Cubic Foot of the offer for price evaluation purposes.

4.10 PRESENT VALUE PRICE EVALUATION—WAREHOUSE SQUARE FOOT METHOD (OCT 2024)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).
6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
7. To the gross PVC will be added:

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

- a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
- b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
- c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

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

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.
- 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 1364WH any and all fees to complete the TI and BSAC, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows and using the example with a \$150,000 TI Allowance and a \$50,000 BSAC amount to illustrate scenarios.

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

(i) $(\text{TI Allowance} + \text{BSAC amount}) \times \text{A/E Fee percentage} = \text{A/E fee amount}$

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

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

(i) $(\text{TI Allowance} + \text{BSAC amount}) \times \text{Lessor's PM fee percentage} = \text{PM fee amount}$

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

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

(v) $\text{A/E fees} + \text{Lessor's PM fees} = \text{Total fees}$

- (vi) $\$10,000 + \$10,000 = \$20,000$
- (vii) Total fees / (TI Allowance + BSAC amount)
- (viii) $\$20,000 / (\$150,000 + \$50,000) = 10\%$

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

ACTION REQUIRED: IF USING THIS SUB-PARAGRAPH, 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.

4.11 AWARD (OCT 2024)

- A. To document the agreement between the parties, the successful Offeror and the GSA LCO will execute a Lease prepared by GSA, which incorporates the agreement of the parties. The Lease shall consist of the following:
 - 1. Lease No. GS-~~XXP-LXXXXXXX~~ and any associated Lease amendments.
 - 2. GSA 3517B, General Clauses.
 - 3. The pertinent provisions of the offer.
 - 4. Floor plans of the offered Space.

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, RACKING SYSTEM PLAN, 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.