GSA REQUEST FOR LEASE PROPOSALS NO. 3IN0249 Indianapolis, IN

Offers due by 07/02/2026

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4:00 pm Central Daylight Time (CDT) 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 (5/25)

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TABLE OF CONTENTS

WAREHOUSE RLP 1

SECTION 1 STATEMENT OF REQUIREMENTS 1

1.01 GENERAL INFORMATION (WAREHOUSE) (OCT 2023) 1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (WAREHOUSE) (OCT 2022) 1
1.03 UNIQUE REQUIREMENTS (OCT 2021) 2
1.04 AREA OF CONSIDERATION (OCT 2021) 2
1.05 PARKING (WAREHOUSE) (OCT 2021) 3
1.06 LIST OF RLP DOCUMENTS (WAREHOUSE) (OCT 2024) 3
1.07 AMENDMENTS TO THE RLP (JUN 2012) 3
1.08 LEASE DESCRIPTION (WAREHOUSE) (OCT 2023) 3
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) 4
1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022) 4
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) 4
1.12 AUTHORIZED REPRESENTATIVES (OCT 2020) 4
1.13 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020) 5
1.14 PLANNED USE BY GOVERNMENT (WAREHOUSE) (MAY 2014) 5
1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023) 5

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 6

2.01 EFFICIENCY OF LAYOUT (WAREHOUSE) (MAY 2014) 6
2.02 FLOOD PLAINS (OCT 2022) 6
2.03 SEISMIC SAFETY—MODERATE SEISMICITY (MAY 2025) 6
2.04 SEISMIC SAFETY—HIGH SEISMICITY (MAY 2025) 7
2.05 ASBESTOS (MAY 2025) 8
2.06 ACCESSIBILITY (SEP 2013) 8
2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) 8
2.08 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025) 9
2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) 10
2.10 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023) 10
2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2023) 11

SECTION 3 HOW TO OFFER 12

3.01 GENERAL INSTRUCTIONS (JUN 2012) 12
3.02 RECEIPT OF LEASE PROPOSALS (SMALL) (OCT 2021) 12
3.03 PRICING TERMS (WAREHOUSE) (OCT 2023) 12
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) 13
3.05 PROSPECTUS LEASE (OCT 2022) 13
3.06 ADDITIONAL SUBMITTALS (WAREHOUSE) (MAY 2025) 13
3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (WAREHOUSE) (OCT 2020) 16
3.08 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022) 16
3.09 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) 17
3.10 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER—MODIFIED NET (WAREHOUSE) (MAY 2014) 17

DRAFT

3.11 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (WAREHOUSE) (MAY 2014) 17

SECTION 4 METHOD OF AWARD..... 18

4.01 NEGOTIATIONS (OCT 2023)..... 18
4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (OCT 2023)..... 18
4.03 AWARD BASED ON PRICE (OCT 2023) 18
4.04 OTHER EVALUATION FACTORS (OCT 2023)..... 18
4.05 EVALUATION FACTOR DESCRIPTIONS (OCT 2023) 18
4.06 EVALUATION FACTOR MINIMUM STANDARDS (OCT 2023) 19
4.07 EVALUATION FACTOR SUBMITTAL REQUIREMENTS (OCT 2023)..... 19
4.08 EVALUATION DOCUMENTATION REQUIREMENTS (OCT 2023)..... 19
4.09 PRESENT VALUE PRICE EVALUATION—WAREHOUSE CUBIC FOOT METHOD (OCT 2024)..... 19
4.10 PRESENT VALUE PRICE EVALUATION—WAREHOUSE SQUARE FOOT METHOD (OCT 2024)..... 20
4.11 AWARD (OCT 2024) 22

SECTION 5 ADDITIONAL TERMS AND CONDITIONS..... 23

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)..... 23
5.02 SWING SPACE - RLP (OCT 2022) 23

DRAFT

REQUEST FOR LEASE PROPOSALS NO. 3IN0249

[06/04/2026]
WAREHOUSE RLP GSA TEMPLATE R101WH (MAR 2025)

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.

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

A. The Government seeks a minimum of **12,000** to a maximum of **12,600** 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.

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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).
Lessor shall provide a minimum of **XX** loading dock(s) for the exclusive use of the Government. The dock height and configuration shall be _____**XXXXXXXXXXXXXXXXXXXXXXXXXX**_____. 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.

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.

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]** _____. 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.

K. Property Perimeter Fencing. Perimeter fencing of the 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.

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.

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.

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 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.

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.

P. The space requirement identified in subparagraph "A" will include **XX,XXX** ABOA SF of **[OFFICE]** 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.

1.03 UNIQUE REQUIREMENTS (OCT 2021)

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

A. _____
B. _____
C. _____

1.04 AREA OF CONSIDERATION (OCT 2021)

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

North: _____
South: _____
East: _____

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West: _____

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

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** 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.

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-XXP-LXXXXXXX (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		
Seismic Offer Forms [FOR SEISMIC AREAS YELLOW AND RED ONLY]		
DOL Wage Determination		
GSAR 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space		
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment		
Broker Commission Agreement		

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 **[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

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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.

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.

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.

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]

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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]

1.13 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)

A. For the purposes of this RLP, _____ (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.

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 _____. 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.

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.

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SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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.

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.

2.03 SEISMIC SAFETY—MODERATE SEISMICITY (MAY 2025)

In accordance with the Earthquake Hazards Reduction Act of 1977, the following apply:

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:

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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/.

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/.

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 (MAY 2025)

In accordance with the Earthquake Hazards Reduction Act of 1977, the following apply:

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/.

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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/.

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/.

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.

2.05 ASBESTOS (MAY 2025)

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 (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763), 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 OSHA (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763).

E. The Government reserves the right to review Offeror's existing records for compliance.

2.06 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.

2.07 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.

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2.08 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

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.

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.

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). 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).

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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.

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.

2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

Commented [AC1]: LEGAL - An 2015 and 2016 crosswalk had NEPA apply, want to confirm with you. Thank you.

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.

2.10 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.

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2.11 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/. 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.

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SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

3.02 RECEIPT OF LEASE PROPOSALS (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 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,

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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.

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.

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.

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.

3.05 PROSPECTUS LEASE (OCT 2022)

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.

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, using the keyword "prospectus."

3.06 ADDITIONAL SUBMITTALS (WAREHOUSE) (MAY 2025)

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.

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.

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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 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.

H. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at 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.

I. 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

DRAFT

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.

J. 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.

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

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

M. 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.

N. 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.

O. 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.

P. 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®.

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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®.

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.

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.

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

T. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY 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.

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

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

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

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.

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

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (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.

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.

3.08 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)

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.

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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.

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.

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.

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SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (OCT 2023)

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.

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.

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.

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.

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.

C. The following evaluation factor(s) will be considered :

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.

4.05 EVALUATION FACTOR DESCRIPTIONS (OCT 2023)

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

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4.06 EVALUATION FACTOR MINIMUM STANDARDS (OCT 2023)

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

4.07 EVALUATION FACTOR SUBMITTAL REQUIREMENTS (OCT 2023)

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

4.08 EVALUATION DOCUMENTATION REQUIREMENTS (OCT 2023)

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

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:

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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.

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) (TI Allowance + BSAC amount) x A/E Fee percentage = A/E fee amount

(ii) ($150,000 + $50,000) x 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) (TI Allowance + BSAC amount) x Lessor's PM fee percentage = PM fee amount

(ii) ($150,000 + $50,000) x 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) A/E fees + Lessor's PM fees = Total fees

(ii) $10,000 + $10,000 = $20,000

(iii) Total fees / (TI Allowance + BSAC amount)

(iv) $20,000 / ($150,000 + $50,000) = 10%

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.

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:

DRAFT

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:

   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.

   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. <u>A/E Fees Calculation - Percentage Rate Offered.</u> 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) (TI Allowance + BSAC amount) x A/E Fee percentage = A/E fee amount

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

      IV. <u>Lessor's PM Fees Calculation</u>. 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) (TI Allowance + BSAC amount) x Lessor's PM fee percentage = PM fee amount

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

      V. <u>Total Fee Percentage Calculated and Applied to Buildout Amortization.</u> 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) A/E fees + Lessor's PM fees = Total fees

      (vi) $10,000 + $10,000 = $20,000

      (vii) Total fees / (TI Allowance + BSAC amount)

      (viii) $20,000 / ($150,000 + $50,000) = 10%

   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.

DRAFT

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.
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.

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SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

_____

_____

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.

C. Swing space must meet the agency "Swing Space Requirements" attached.

C. Swing space must meet the following:

1. _____
2. _____
3. _____

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.

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.

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