USDA REQUEST FOR LEASE PROPOSALS NO. 57-36027-27-FA, Millbrook, New York

Offers due by 07/16/2026

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:30 PM EASTERN** 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.

SLAT RLP
GSA TEMPLATE R100A (5/25)

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REQUEST FOR LEASE PROPOSALS
NO. 57-36027-27-FA

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SLAT) (OCT 2023)

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

B. Included in the RLP documents is a lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease template. USDA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

E. Offeror may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, Department of Agriculture, USDA, in the entity name that owns and/or leases the Space to USDA.

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

A. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO**.** If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization, or adaptive reuse for the Space with modern conveniences. Buildings with Property boundary(ies) on the boundary streets are deemed to be within the delineated Area of Consideration.

STATE:	New York
CITY:	Millbrook
COUNTY:	Dutchess
AREA OF CONSIDERATION:	North: Highway 199 to Winchell Mountain Road East: Highway 44 to Highway 343 (Highway 22) South: Highway 343 to Highway 82 to Highway 72 to Highway 115 to Highway 41 West: State Route 9
MINIMUM SQ. FT. (ABOA):	2,333 ABOA SF
MAXIMUM SQ. FT. (ABOA):	2,449 ABOA SF
RENTABLE SQUARE FEET (RSF):	Not to Exceed 2,682 RSF
SPACE TYPE(S):	General-purpose Office and Related Space
GOV SURFACE/ OUTSIDE RESERVED PARKING SPACES:	Three reserved, onsite surface parking spaces for official government vehicles owned or leased on behalf of the Government or privately owned vehicles designated for official use in performance of the Government's mission. These parking spaces should be designated: **USDA/ Government Use Only**.
PRODUCER/VISITOR SURFACE/OUTSIDE RESERVED PARKING SPACES:	Six reserved, on-site surface parking spaces for privately owned producer/visitor parking. • The parking lot should have pull-through capabilities and should not be obstructed by adjacent buildings, structures, and/or other tenant usage. • One of the producer/visitor surface/outside parking spaces shall be large enough to accommodate large, oversized, farm-type vehicles with trailers. These spaces shall be in addition to the pull-through requirement. • Parking shall be within a maximum walking distance of 300 feet of the public entrance of the building.
EMPLOYEE SURFACE/OUTSIDE NONRESERVED PARKING SPACES:	Seven non-reserved public parking spaces for USDA employees. Public parking should be on-site or off-site and within a walkable 1/4 mile (1,320 feet) of the public entrance of the building.
INITIAL FULL TERM:	Up to 20 Years (240 Months)
INITIAL FIRM TERM:	Ten Years (120-Months)
TERMINATION RIGHTS:	120-Days' in whole or in part after expiration of the firm term of the lease.
OPTION TERM	None
ADDITIONAL REQUIREMENTS:	• Turnkey Tenant Improvement

	• Square feet may reflect non-USDA partners where NRCS provides workspace to partners through agreement. • The Space offered, its location, and its surrounding areas must be compatible with the Government's intended use. • The Space shall be in a professional office environment or surroundings with a prevalence for modern design and/or tasteful rehabilitation in modern use. • The Space offered shall not be located within 300-feet of residential areas. • The Space offered will not be considered where any living quarters are located within the building. • The Space shall not be adjacent to a tenant or business whose primary operation is the sale of alcoholic beverages, where firearms are sold and/or discharged, or where tenants related to drug treatment, or detention facilities are located. • Subleases are not acceptable. • First floor space is preferred. Office space must be contiguous and continuous on one floor. If space offered is above the ground level, then at least 1 accessible elevator will be required. • The Government will have access to the Space 24-hours a day, 7-days a week. Normal hours of operation are Monday through Friday 6:00 AM – 6:00 PM (excluding Saturdays, Sundays, and Federal Holidays). • Offered space must meet Government requirements for fire safety, accessibility, seismic, and sustainability standards per the terms of the Lease. • A fully-serviced lease is required. • Offered space shall not be in the 0.2-percent-annual chance floodplain (formally referred to as "500-Year" floodplain).

1.03 INTENTIONALLY DELETED

1.04 LIST OF RLP DOCUMENTS (SLAT) (OCT 2023)

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

DOCUMENT NAME	NO. OF PAGES	RLP EXHIBIT	LEASE EXHIBIT
GSA Form 3516A Solicitation Provisions (For Simplified Acquisition of Leasehold Interests in Real Property)	8	A	----------
Offer Submittal Checklist	1	B	----------
RLP No. 57-36027-27-FA (R100A) (5/25)	15	C	----------
Lease No. 57-36027-27-FA (Template L100A)	32	----------	A
Agency Special/Specific Requirements – Millbrook, Dutchess County, New York	20	----------	B
USDA Infrastructure Operations Division ADP and Wiring Guidelines Version 3.0	11	----------	C
USDA Facility Signage Guide (April 2014)	11	----------	D
Security Requirements – Facility Security Level I	3	----------	E
GSA 3517A, General Clauses	11	----------	F
Tenant Improvement Cost Summary (TICS) Workbook	30	----------	G
Proposal to Lease Space (GSA Form 1364)	4	D	----------
GSA Form 1217, Lessor's Annual Cost Statement	2	E	----------
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	3	F	----------

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.

1.05 LEASE DESCRIPTION (SLAT) (MAY 2025)

A. Offeror shall examine the Lease template included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.

2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.

3. Building Shell standards and requirements.

4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.

5. Security Requirements.

6. A description of all services to be provided by the Lessor.

C. Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.

D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades**.** Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor shall design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

E. The security pricing process is described in a separate paragraph.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI alterations, the Government shall withhold TI rent pursuant to Section 1 of the Lease until such time as the TI is completed and accepted by the Government. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.

G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease template and in the **GSA 3517A**, Solicitation Provisions, and will be made part of the Lease.

1.06 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:

SHANNON SCHOENING
EMAIL: SHANNON.SCHOENING@USDA.GOV

1.07 INTENTIONALLY DELETED

1.08 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.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.09 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 code is found HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SLAT) (OCT 2020)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, USDA may request the Offeror to provide a test fit layout at the Offeror's expense.

2.02 FLOOD PLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 0.2-percent-annual-chance floodplain (formerly referred to as 500-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 0.2-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 INTENTIONALLY DELETED

2.04 INTENTIONALLY DELETED

2.05 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 HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/ (use "Portfolio Manager" to apply). The ENERGY STAR® Building Upgrade Manual HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/) and Building Upgrade Value Calculator (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

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.

2.06 INTENTIONALLY DELETED

2.07 INTENTIONALLY DELETED

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SLAT) (OCT 2020)

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. The Government will evaluate the offers received as outlined below and further described in this section.

Step 1: Offer Submittal
Offeror shall submit an offer using the instructions in paragraph 3.02 Receipt of Lease Proposals (SLAT) and 3.03 Step 1: Offer Submittal (SLAT). The LCO will evaluate the offers that are received by the due date identified for submission of offers in this RLP. The LCO may elect to proceed based on initial offers or to conduct negotiations in accordance with paragraph 4.01 Negotiations (SLAT). The Offeror whose offer is identified as the apparent lowest priced offer and is otherwise responsive to the terms identified in the solicitation will proceed to step 2. Proceeding to step 2 does not constitute award of a contract.

Step 2: Due Diligence
The Offeror with the apparent lowest priced offer shall be notified by the LCO and requested to submit the information requested in paragraph 3.04 Step 2: Due Diligence – Additional Submittals (SLAT). Should the Offeror submitting the apparent lowest priced offer fail to complete any of the requirements of the solicitation or, upon further review be found to not meet the requirements of the solicitation during any part of the evaluation process, the LCO will consider other offers received in response to the solicitation. Discussions will conclude with the LCO's request for final proposals, and no further discussions will occur between the Government and the apparent lowest price offeror regarding either the Offer Submittal or Additional Submittals.

Building Tour
As part of the Government's due diligence review of the offer, the LCO may notify the Offeror of the date and time for the Government to physically tour the building.

Award
Upon completion of the Government review of the apparent lowest priced offer's Offer Submittal and Due Diligence – Additional Submittals and Step 2: Due Diligence a determination that the offer meets the requirements of the solicitation, the apparent lowest priced offeror will receive the Lease form which will be completed with the details of the Offeror's price submittal. Upon receipt of the offeror-signed Lease form, the LCO will counter-sign the Lease document and furnish notification of execution to the Offeror. This execution and notification by the LCO shall constitute award of a contract.

3.02 RECEIPT OF LEASE PROPOSALS (SLAT) (OCT 2024)

A. Traditional method – paper e-mail:

1. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the USDA 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 USDA's request, its original signed proposal.

2. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

   a. INTENTIONALLY DELETED

   b. No later than **4:30 PM EASTERN** on the **DATE SPECIFIED BELOW** at the following email address:

DATE:	THURSDAY, JULY 16, 2026
LCO NAME:	SHANNON SCHOENING
LCO ADDRESS:	SHANNON.SCHOENING@USDA.GOV

3. INTENTIONALLY DELETED

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

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

3.03 STEP 1: OFFER SUBMITTAL (SLAT) (OCT 2023)

Offeror shall provide the following information:

A. **Price Offer**

1. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.

2. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:

   a. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).

   b. 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), 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.

   c. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities for ABOA and RSF, respectively. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.

   d. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.

   e. INTENTIONALLY DELETED

   f. 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 as they will have been fully amortized over the Firm Term.

   g. INTENTIONALLY DELETED

   h. Adjustment for Vacant Leased Premises. NOTE: Refer to the Lease document for additional guidance.

   i. INTENTIONALLY DELETED

   j. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

   k. INTENTIONALLY DELETED

   l. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." If the Offeror requests any deviations, USDA at its sole discretion will make the decision whether to accept the deviation.

3. INTENTIONALLY DELETED

4. Tenant Improvement Cost Summary (TICS). (See paragraph 3.06 for additional information.) Notwithstanding the "TENANT IMPROVEMENT INCLUDED IN OFFER" provisions of the RLP and FAR Subpart 15.4, the Tenant Improvement cost proposal shall:

   a. Included two independent bids or certified cost/pricing data for each TI cost element in the TICS to satisfy GSAR 570.110 pricing and FAR 15.403 analysis requirements.

   b. Provide a detailed breakdown of all materials and labor, supported by the supporting bids or pricing data.

   c. Be evaluated by the USDA Lease Contracting Officer (LCO) for price reasonableness, scope compliance, and proper separation of tenant improvement vs. shell improvement costs.

   d. Be compared against an Independent Government Estimate (IGE) and may be audited, as required by GSAR 570.502-2(d).

5. INTENTIONALLY DELETED

B. Initial Documentation. As part of the Step 1 offer submission process, Offerors must submit the following:

1. Test fit of space shall:

   a. Be scaled floorplans of the offered Space(s) set at 1/8" = 1'-0".
   b. Demonstrate that the space requirements in **EXHIBIT B** can be met within the offered space.
   c. Include floor plan(s) of the floor(s) of exit/discharge (e.g. street level(s)).
   d. Shall reflect corridors in place or the proposed corridor patter for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor.
   e. Shall show all architectural features of the Space.

2. A site plan showing the locations of parking per the RLP, locations of candles per the lease, and ingress/egress to the site and short narrative as necessary to explain how the Offeror will meet the parking requirements.

3. Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror is not the owner of the Property.

4. 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.

5. Additional offeror attachments, such as the Acknowledgements of Multiple Representation (by broker or agent).

6. Riders, Clarifications to Offer, Exceptions to Offer and other additions, deletions, or changes to the terms of the RLP may not be accepted by the Government and may cause the Offeror to be excluded from further consideration.

7. INTENTIONALLY DELETED

8. The Offeror must have an active registration in the System for Award Management (SAM) via the internet at HTTPS://WWW.SAM.GOV. 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.

STEP 1: PRICE SUBMITTAL LIST OF DOCUMENTS
(EXHIBIT B) Agency Specific Requirements – CITY, COUNTY, STATE. All pages initialed.
(EXHIBIT C) USDA Infrastructure Operations Division ADP and Wiring Guidelines Version 3.0. All pages initialed.
(EXHIBIT D) USDA Facility Signage Guide (April 2014). All pages initialed.
(EXHIBIT E) Security Requirements – Facility Security Level I (Rev 08/29/2022). All pages initialed.
(EXHIBIT F) General Clauses, GSA Form 3517A. All pages initialed.
(EXHIBIT G) Tenant Improvement Cost Summary (TICS)
Proposal to Lease Space (GSA Form 1364)
Lessor's Annual Cost Statement (GSA Form 1217)
Subcontractor Bids Supporting Shell and Tenant Improvement Pricing in TICS
Scaled Test Fit of Space
Site Plan with Parking Plan
Authorization to submit offer on behalf of ownership (if Offeror is not the owner)
Fully executed copy of contract to acquire an interest in the Property (if Offeror is not the owner)
Active SAM Registration

3.04 STEP 2: DUE DILIGENCE - ADDITIONAL SUBMITTALS (SLAT) (OCT 2024)

If identified as the apparent lowest priced Offeror, the LCO will request the following items which shall be submitted in a timely manner as determined by the LCO:

A. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell, and TI 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.

B. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.

C. 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.

D. 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.

E. INTENTIONALLY DELETED

F. 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 communicate with the owner directly.

G. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in sub-paragraph 1, unless the Building meets either exemption in sub-paragraph 2 or 3 below.

1. FPLS Submittal Information.

a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).

b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).

c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).

d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, 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 must be provided.

2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to USDA the FPLS Submittal Information listed in sub-paragraph 1 above.

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

H. INTENTIONALLY DELETED

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

J. 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.

K. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs a through e noted below:

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.

2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.

3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.

4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

5. USDA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, USDA 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.

L. A statement as to whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

M. INTENTIONALLY DELETED

N. No later than the Lease Award Date, the Offeror must submit to the LCO:

1. INTENTIONALLY DELETED

2. Energy Star Documentation.

a. Evidence of an Energy Star® label obtained within the 12 months prior to the Lease Award Date,

b. Offerors falling under a statutory exception must also indicate prior to the Lease Award Date what cost effective energy efficiency and conservation improvements they are proposing to make.

c. 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.

d. 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®.

O. INTENTIONALLY DELETED

P. INTENTIONALLY DELETED

Q. INTENTIONALLY DELETED

R. INTENTIONALLY DELETED

S. INTENTIONALLY DELETED

STEP 2: DUE DILIGENCE LIST OF DOCUMENTS
Evidence of funds
Evidence of zoning compliance
Evidence of ownership or control of the building
Required proof of signing authority
Agent disclosure representation (if applicable)
FPLS submittals as required above
Architectural Modernization Plan (if applicable)
Asbestos Management Plan (if applicable)
CAD floor plans
Exclusive vending facilities statement
Energy Star documentation (if applicable)

3.05 BUILDING TOUR (SLAT) (OCT 2020)

As part of its due diligence process, the Government may elect to conduct building tour(s) of any offered Property. Offerors should not construe, assume, or otherwise infer anything with respect to whether or not their Property is under consideration for Lease Award solely as a result of such tour(s).

3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SLAT) (OCT 2020)

A. Tenant Improvement Turnkey Pricing.

An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration and all improvements shall meet the quality standards and requirements of this RLP and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. Operating costs will be established during negotiations based upon rentable SF. Operating costs 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 adjustment of operating costs. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

3.08 INTENTIONALLY DELETED

3.09 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (SLAT) (OCT 2023)

A. The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms.

1. The Government reserves the right to conduct discussions after the receipt of initial offers during Step 1: Offer Submittal if it is determined by the LCO to be necessary. Discussions with offerors, if they occur, will only take place during Step 1: Offer Submittal. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

2. Once an apparent lowest priced offeror is identified during Step 1: Offer Submittal, the LCO will move on to Step 2: Due Diligence – Additional Submittals for only the apparent lowest priced offeror. Should the apparent lowest priced offeror fail to provide any of the Additional Submittals, or if any of the Additional Submittals do not meet the Government's requirements, the LCO will move on to the next identified lowest priced offeror.

3. The LCO will not conduct further discussions with any identified apparent lowest priced offeror during Step 2: Due Diligence – Additional Submittals, concerning the Additional Submittals and will only be reviewing the Additional Submittals to verify that the Additional Submittals meet the Government's requirements.

B. Offerors who are not included in the competitive range will be notified in writing.

4.02 HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (SLAT) (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. 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 General Clauses 3517A.

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 PRESENT VALUE PRICE EVALUATION (OCT 2024)

A. INTENTIONALLY DELETED

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. INTENTIONALLY DELETED

4. INTENTIONALLY DELETED

5. INTENTIONALLY DELETED

6. INTENTIONALLY DELETED

7. To the gross PVC will be added:

   a. INTENTIONALLY DELETED

   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. INTENTIONALLY DELETED

e. INTENTIONALLY DELETED

f. INTENTIONALLY DELETED

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.

4.05 AWARD (SLAT) (OCT 2023)

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. 57-36027-27-FA and any associated Lease amendments.

2. GSA 3517A, General Clauses.

3. The pertinent provisions of the offer.

4. Floor plans of the offered 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.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

3.01 GENERAL INSTRUCTIONS (SLAT) (OCT 2020)
3.02 RECEIPT OF LEASE PROPOSALS (SLAT) (OCT 2024)
3.03 STEP 1: OFFER SUBMITTAL (SLAT) (OCT 2023)
3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)
4.04 PRESENT VALUE PRICE EVALUATION (OCT 2022)

5.02 INTENTIONALLY DELETED

5.03 DELETED RLP PARAGRAPHS

The following paragraphs have been deleted in this RLP prior to negotiations:

1.03 NEIGHBORHOOD AND PARKING (SLAT) (OCT 2021)
1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)
2.03 SEISMIC SAFETY – MODERATE SEISMICITY (MAY 2025)
2.04 SEISMIC SAFETY – HIGH SEISMICITY (MAY 2025)
2.06 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023)
2.07 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (SMALL) (OCT 2023)
3.08 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)
3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)
5.02 SWING SPACE - RLP (OCT 2022)