BP 1.01 BROKER COMMISSION AND COMMISSION CREDIT (FEB 2026)

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 must 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 must 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 must 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's Company 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 must be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the Commission Credit) must be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable must 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 must 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 must be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker must not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.
ECTIVE JANUARY 16, 2026

BP 1.01 BROKER COMMISSION (MAR 2026)

E. 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 must 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 must 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 must be submitted with the initial offer.

F. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker's Company 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.

G. Commissions must 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.

H. The commission paid to the Broker must not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

BP 1.02 PRICING TERMS – BROKER (FEB 2026)

The following is added to the RLP paragraph titled "Pricing Terms."

A. For how to price the offer on GSA Form 1364, Proposal to Lease Space, if GSA is using a Tenant Representative Broker, compensation (expressed as %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, must be entered in block 26.a.

B. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.

BP 1.03 INSTRUCTIONS FOR OFFEROR AND SUBMITTALS – BROKER PROJECT (FEB 2026)

The following is added to the RLP paragraph titled: "Instructions for Offeror and Submittals" as a requirements and additional submittals.

Document Name	Exhibit X: Broker Project
Broker Commission Agreement - Executed	BP 1.01 A.
Dual Agency Acknowledgement Statement	BP 1.01 B.