USACE REQUEST FOR LEASE PROPOSALS NO. DACA095260083000 Los Angeles, CA

Offers due by 04/20/2026

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 5pm PDT on the date above. See “Receipt of Lease Proposals” herein for additional information.

GOVERNMENT POINT OF CONTACT

Name: Jaran Panichkul

Phone: 805-598-3903

E-mail: Jaran.T.Panichkul@usace.army.mil

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

REQUEST FOR LEASE PROPOSALS NO. DACA095260083000

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SEP 2015) (VARIATION):

A. This Request for Lease Proposals ("RLP") sets forth instructions and proposal requirements for a Lease. 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 this RLP document is a Lease form (USACE Recruiting Lease Form L100) setting forth the Lease term and other terms and conditions of the Lease contemplated by this RLP and a USACE Proposal to Lease Space (USACE Recruiting 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 form (USACE Recruiting Lease Form L100). 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 Lease template; initial each page of the Lease, General Clauses, Representations and Certifications; and submit these together with the USACE Proposal to Lease Space (USACE Recruiting Form 1364).

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (SEP 2015):

A. The Government is seeking a fully-serviced lease up to ***FIVE*** years with termination rights for approximately 1610 Gross Square Feet and a minimum of 1200 Net Square Feet of space within the Delineated Area set forth below.

B. Minimum requirements include:

1. 24-hour unrestricted access to Leased space.
2. Availability of all communications infrastructure to include DSL, T1 or a satellite dish.
3. Direct access to secondary exterior exit door from Lease space; common area exterior exit door if shared with other military services; or exterior exit door can, and will be installed prior to occupying the facility; and
4. 24-hour lighted parking for 12 Government vehicles and adequate parking for privately owned vehicles onsite or within a 4-block radius of the premises.

1.03 DELINEATED AREA:

The Government requests Space in an area bounded as follows:

North: E Jefferson Blvd.
South: E Martin Luther King Blvd.
East: S Figueroa St.
West: Vermont Ave.

Buildings that have frontage on the boundary streets are deemed to be within the Delineated Area.

1.04 AMENDMENTS TO THE RLP (JUN 2012):

This RLP may be amended by notice from the Real Estate Contracting Officer (RECO). Amendments may modify the terms of this RLP or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.05 LIST OF RLP DOCUMENTS (SEP 2015):

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

DOCUMENT NAME	**EXHIBIT**
Lease Draft DACA055240031000 (USACE Recruiting Form L100)	A-R100
Proposal to Lease Space (USACE Recruiting Form 1364)	B-R100
USACE Recruiting Form 3518 Representations and Certifications	C-R100
Seismic Form C, Building Retrofit or New Construction Pre-award Commitment (where applicable)	D-R100
BELOW **EXHIBITS THAT WILL BE PART OF THE LEASE**	
Floorplan	A
Site Plan/Parking Map	B
Recruiting General Clauses USACE Form 3517B	C
Janitorial Specifications	D
Construction and Security Specifications	E
Construction and Security Specifications change order acknowledgment	F
Agency Agreement/Authorization for Property Manager on behalf of Owner (if applicable)	G
Certificate of Authorization Corporate LLC Partnership (if applicable)	H

1.06 LEASE DESCRIPTION (SEP 2015):

A. The Offeror shall examine the Lease form 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 rights, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP;
3. Construction and Security Specifications; and
4. 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 operating costs, real estate taxes, and related insurance**.** The Alterations to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including the Construction and Security Specifications. The Lessor shall be required to design and build the Alterations, as specified. Any existing improvements must be deemed equivalent to the Construction and Security Specifications, and Offerors are cautioned to consider these specifications before assuming efficiencies in its alterations costs resulting from use of existing improvements.

After award, the Lessor must prepare initial and final architectural floor plans for the Leased Space conforming to the Construction and Security Specifications. The Government will have the opportunity to review the Lessor's initial and final architectural floor plans to determine that the Lessor's design meets the Government’s needs. Only after the Government approves the final architectural floor plans will the Lessor be given a Notice to Proceed (NTP) with build-out. The Lease also provides that the Government may modify the alterations requirements, subject to the Lessor's right if any, to receive compensation for such changes.

E. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection, life safety, and security, as well as other requirements not typically found in private commercial Leases. These are set forth both in the USACE Recruiting Lease Form L100 and General Clauses 3517B, which will be part of the Lease.

1.07 INSPECTION - RIGHT OF ENTRY (JUN 2012):

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.

3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other Lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012):

The signatories to the proposed lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its RECO by notice, without an express delegation by the prior RECO. **WITH RESPECT TO ALL MATTERS RELATING TO THIS RLP, ONLY THE US ARMY CORPS OF ENGINEER'S (USACE) RECO SHALL HAVE THE AUTHORITY TO AMEND THE RLP AND AWARD A LEASE. PROPOSED GOVERNMENT TENANT OCCUPANTS ARE NOT AUTHORIZED TO NEGOTIATE WITH THE LESSOR ON ANY MATTERS RELATED TO THE RLP, LEASE TERMS, OR CONSTRUCTION SPECIFICATIONS, OR TO OBLIGATE THE GOVERNMENT FOR EXPENDITURE OF FUNDS.**

1.09 PARTIES TO EXECUTE LEASE (APR 2015):

A. If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as **"_____".** Offeror to insert the name of the firm on the USACE Recruiting Form 1364, Proposal to Lease Space.

B. If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of a completed Certificate of Authorization.

C. If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and evidence of this authority to so act shall be furnished (Certificate of Authorization).

D. If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

E. If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011):

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the RECO.

B. To demonstrate potential for efficient layout, USACE 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 net square footage offered if it does not exceed the maximum net square footage in this RLP offer package. If the Offeror is already providing the maximum net square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 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.

2.03 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 two means of egress, fire protection networks, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes or local ordinances: **OR**

B. Include as a specific obligation in its Lease proposal that improvements to bring the building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.04 FLOOD PLAINS (JUN 2012):

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. 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, then 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 RECO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.05 ENVIRONMENTAL CONSIDERATIONS (SEP 2013):

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous use 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.

2.06 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014):

A. Environmental Due Diligence

1. At the direction of the RECO, 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 E1527-13. 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 (*e.g.*, offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

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 may 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.

2.07 ASBESTOS (JUN 2012):

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. 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. 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 materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to Lease award. This plan shall conform to EPA guidance.

2.08 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (SEP 2014):

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f (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 (*e.g.*, buildings and historic districts) and below-grade (*e.g.*, 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 reasonably mitigated.

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 *Qualifications Standards for Preservation Architects*. These standards are available at: HTTP://WWW.GSA.GOV/ PORTAL <HISTORIC PRESERVATION> <Project Management Tools> <Qualification Requirements for Preservation Architects>. 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 USACE, 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.

2.09 SEISMIC SAFETY – HIGH SEISMICITY (SEP 2013):

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 may not be considered. If none of the offers are in compliance with the Standards, the RECO 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 award 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:

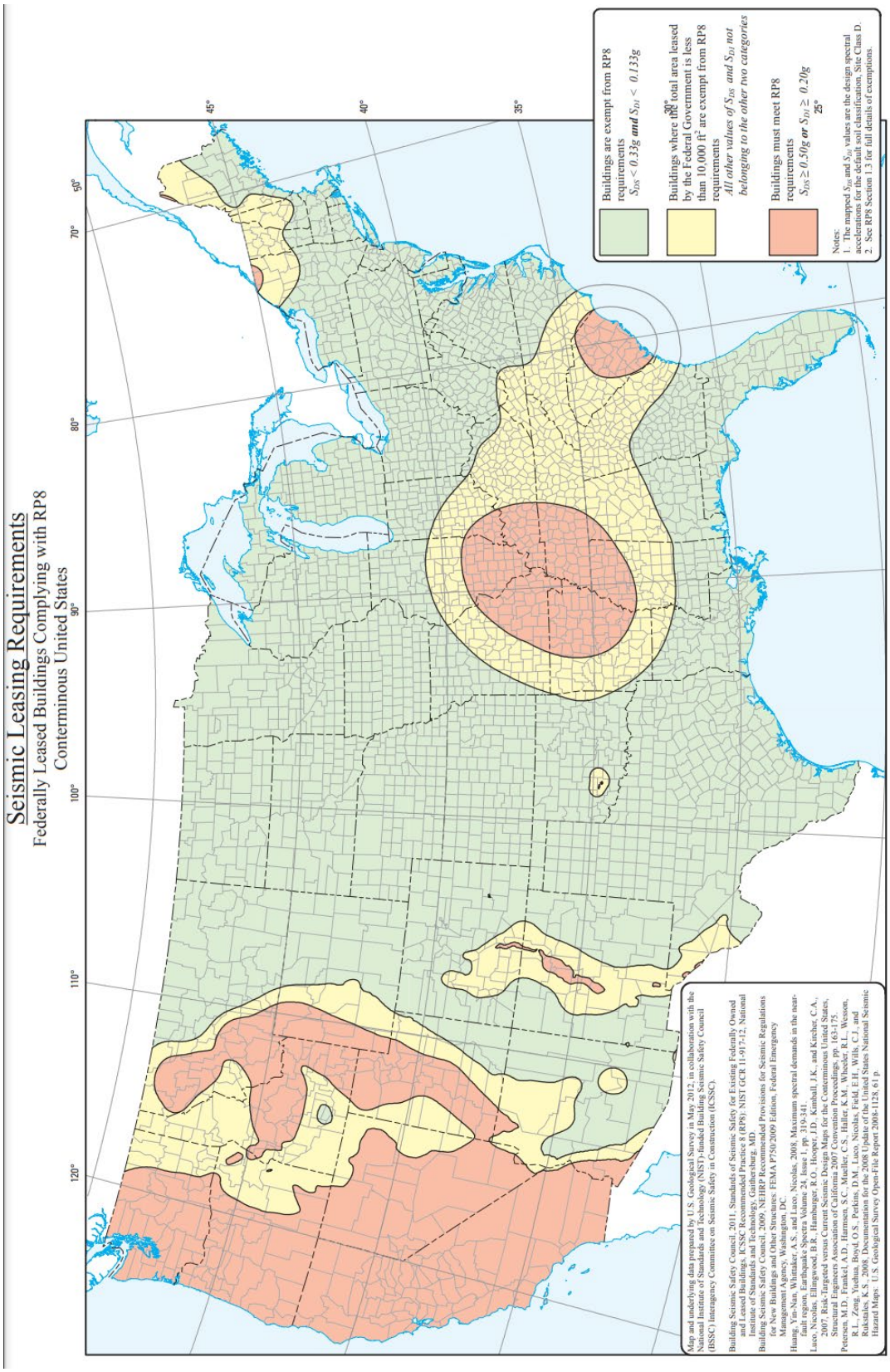
1. The offer includes a representation that the Premises will be in a one-story building of steel light frame or wood construction with less than 3,000 Gross SF of space in the building (Seismic Form D).
2. The offer includes a Seismic Certificate certifying that the building is a Benchmark building (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.

C. The RECO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the RECO 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:

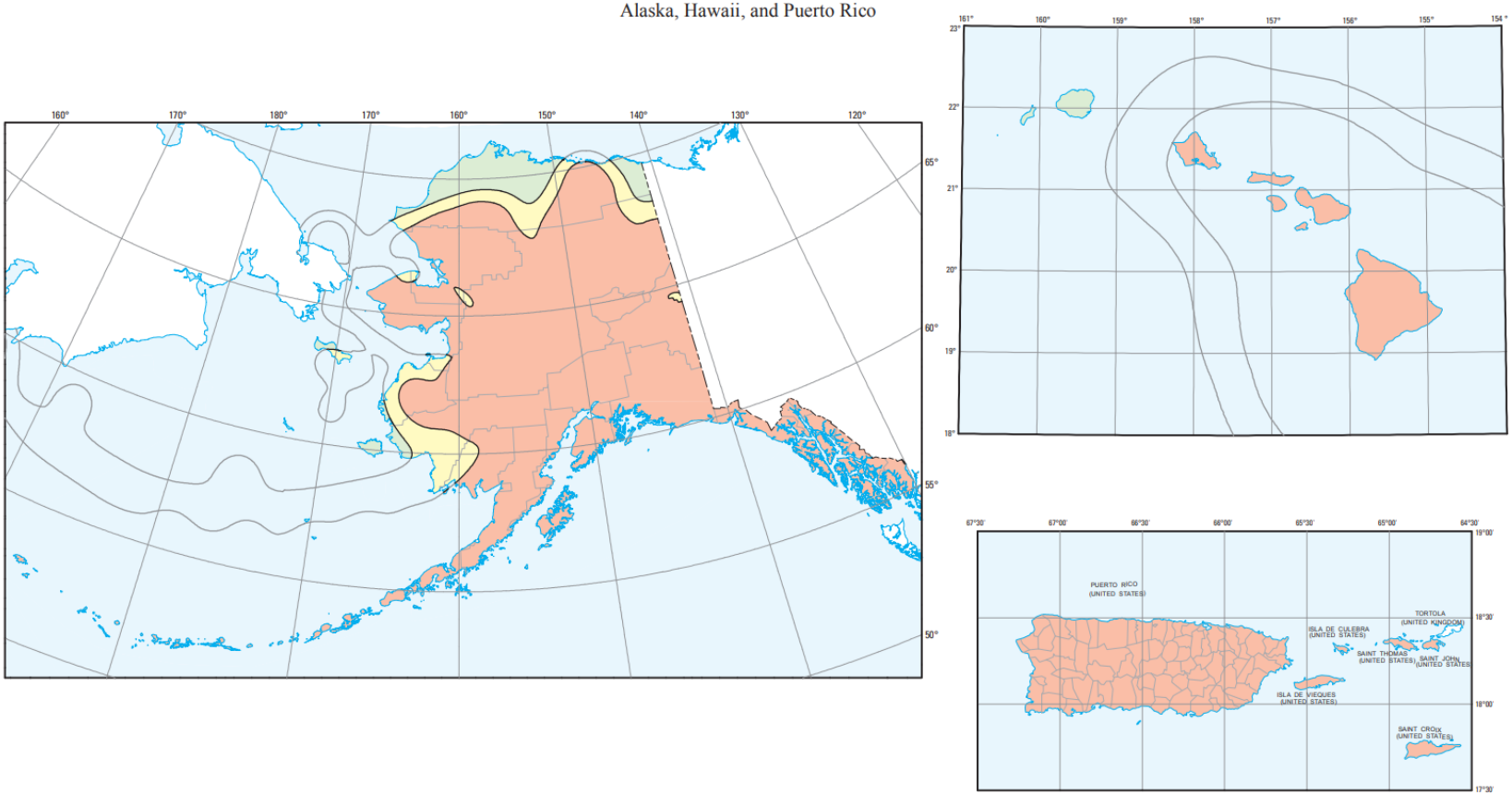
- "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting **HTTP://WWW.PUBS.ASCE.ORG**.
- "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting **HTTP://WWW.PUBS.ASCE.ORG.**
- "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.
- 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.
- "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 [https://www.gsa.gov/cdnstatic/SeismicRP8-map-lg-508c.pdf] and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from https://www.gsa.gov/cdnstatic/ICSSC_RP8_December_2011_508c.pdf
- "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.
- "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.
- "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.
- "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

If the delineated area lies in an area of high seismicity, the project is subject to the requirements of RP 8, with the exception of a one-story building of steel light frame or wood construction with less than 3,000 Gross SF of space in the building as provided in subparagraph B.1 above.



Seismic Leasing Requirements (continued)

Federally Leased Buildings Complying with RP8
Alaska, Hawaii, and Puerto Rico



SECTION 3 HOW TO OFFER

3.01 INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY 552.270-1 (JUN 2011):

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.

A. **Definitions.** As used in this RLP provision—`

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the RECO's discretion, result in the Offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a RECO as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

B. Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

C. Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, paper media in sealed envelopes or packages) are permitted in the solicitation, proposals and modifications to proposals shall be submitted via email. Offers must be:
(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the Offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.
(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
a) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and / or the RECO determines that accepting the late offer would not unduly delay the procurement.
b) It is the only proposal received.

D. Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the RECO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the RECO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

(5) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the RECO determines that the lack of balance poses an unacceptable risk to the Government.

(7) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013):

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, 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 USACE email address identified in the RLP will be accepted. 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 in one of the following ways:

No later than 20 April 2026, 5pm PDT at the following designated office via Email **OR** to the following address:

Email:Jaran.T.Panichkul@usace.army.mil Office Address:

60 South California, Suite 201

City, State, Zip: Ventura, CA 93001

C. There will be no public opening of offers.

3.03 PRICING TERMS (SEP 2015):

Offeror shall provide the following pricing information with its offer by completing all sections of the USACE Form 1364, including, but not limited to a detailed description and break-down of all costs as shown on the 1364; for a fully serviced Lease rate (gross annual rate) per square foot; clearly itemizing all building, operating costs, and services associated with the proposed lease space.

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 RECO to facilitate the Government’s determination in this regard.

3.05 ADDITIONAL SUBMITTALS (SEP 2015):

Offeror shall also submit with its offer the following:

A. Evidence of ownership (warranty deed) or control of building or site. If the Offeror owns the Property being offered or has a long-term Leasehold interest, documentation satisfactory to the RECO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

B. 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 RECO. These submittals must remain current. The Offeror is required to submit updated documents as required.

C. 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.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012):

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.** The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the RECO to be necessary. 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.

Negotiations may be conducted on behalf of the Government by the RECO or designated representative. When negotiations are conducted, USACE will negotiate the rental price for the term of the Lease and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations with anyone other than the RECO or their designee. The competitive range will be established by the RECO based on cost or price and other factors (if any) that are stated in this RLP.

4.02 AWARD FACTORS (JUN 2012):

A. Past performance is defined as a measure of the degree to which an Offeror has satisfied its customers in the past and complied with applicable laws and regulations. Elements of past performance may include the ability to meet contract requirements, good workmanship, quality, timeliness, responsiveness to customers and maintaining business relations as well as a firm's ability to manage and document contract performance, costs, and delivery schedules. The RECO may, at his or her sole discretion, disqualify an Offeror based on past performance.

B. The Lease will be awarded to the Offeror whose offer will be most advantageous to the Government.

C. The combination of Technical Factors below is approximately equal in importance to Price.

D. The following award factor(s) will be considered:

1. PRICE: Based on best rental consideration on a fully-serviced lease (e.g., rent, janitorial services and supplies, utilities, and parking) and construction cost to include any potential Lessor contribution toward build-out.

2. TECHNICAL FACTORS:

a. LOCATION WITHIN DELINEATED AREA: Within the overlap of the market zones or delineated areas of the services involved in the relocation or new office requirement.

b. NEIGHBORHOOD: Overall feel for the neighborhood around the site. Consideration will be given to proximity of schools, known crime rate for the area, overall level of pedestrian and/or vehicular traffic, and the overall appearance of the neighborhood (e.g., presence of graffiti, vacant buildings, surrounding property upkeep, etc.).

c. EASE OF ACCESS TO BUILDING/SPACE: Ease of locating the site. Accessibility from a major street or distance from a major street.

d. LOCATION WITHIN THE BUILDING: Overall location within the shopping center or Building. Level of visibility.

e. PARKING AVAILABILITY: Adequate parking spaces for applicants within a one block walking distance. GOV's on-site or within 4 blocks. Cost of convenient parking.

f. OVERALL APPEARANCE OF BUILDING: Appearance of the exterior and common areas (parking lots, sidewalks, etc.) of the facility in relation to the general standards for similar properties in the community.

g. COMPATIBILITY OF ADJACENT BUSINESSES: Type of clientele that adjacent and nearby businesses would attract and whether they would enhance or detract from this site as a recruiting location.

h. POTENTIAL FOR SIGNS: Visibility of Building, window and/or roadside signs. Limitations and/or Local Building code restrictions.

i. FLOOR PLAN / LAYOUT: An overall assessment of the efficiency and practicality of the floor plan (e.g., minimal common use areas and unusable space, adequate space IAW DoD Recruiting standards).

j. HIGH SPEED INTERNET: Availability of all communications lines / access / infrastructure at the building demarc point ready for installation of communication services to the leased space.

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.

4.03 AWARD (APR 2015):

A. To document the agreement between the parties, the successful Offeror and the RECO will execute a Lease prepared by USACE, which incorporates the agreement of the parties.

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the RECO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.