

GSA REQUEST
FOR LEASE
PROPOSAL
NO. **XXXXXX**
CITY/STATE

Offers due by
mm/dd/20yy

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

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

The information collection requirements contained in this Solicitation/Contract, that are not required by 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.

SIMPLIFIED RLP
GSA FORM R101A (6/12)

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

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

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

HOW TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

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

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

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING "ACTION REQUIRED."

TO INPUT DATA: IF A PARAGRAPH HAS BOLD RED **XXs**, A DOLLAR SIGN (\$) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (____), **INPUT** THE REQUIRED INFORMATION.

TO DELETE A PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER.)
2. **CLICK ON** THE DELETE KEY TO DELETE THE TEXT.

3. YOU HAVE A CHOICE REGARDING THE TITLE. YOU MAY EITHER STRIKE THROUGH THE TITLE AND ADD THE WORDS "INTENTIONALLY DELETED" AFTER THE STRICKEN TITLE, OR YOU MAY DELETE THE TITLE AND REPLACE IT WITH "INTENTIONALLY DELETED." IN EITHER CASE, LEAVE THE PARAGRAPH NUMBER INTACT SO THE PARAGRAPH NUMBERING WILL REMAIN THE SAME FOR THE PARAGRAPHS THAT FOLLOW.

4. TO STRIKE THROUGH THE TITLE, USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. (**NOTE: DO NOT** SELECT THE PARAGRAPH NUMBER.) CLICK ON THE "STRIKETHROUGH" KEY (~~abc~~). THEN PLACE THE CURSOR TO THE RIGHT OF THE STRUCK-OUT PARAGRAPH TITLE AND **TYPE** "INTENTIONALLY DELETED." **NOTE:** THE TEXT WILL BE DELETED AND THE PARAGRAPH NUMBER AND STRUCK-OUT TITLE WILL REMAIN.

EXAMPLE: 2.05 ~~OPERATING COST ADJUSTMENT~~ INTENTIONALLY DELETED

5. ALTERNATELY, YOU MAY DELETE THE TITLE ALTOGETHER. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. **OVERTYPE** WITH THE WORDS "INTENTIONALLY DELETED"

EXAMPLE: 2.05 INTENTIONALLY DELETED

TO DELETE A SUB-PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE SUB-PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER, LETTER, OR TITLE, **IF ANY.**) **DELETE** THE TEXT BY CLICKING ON THE "DELETE" KEY.
2. PLACE THE CURSOR WHERE THE TEXT WAS AND TYPE "**THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED**".

TO MODIFY ALL OR PART OF A PARAGRAPH—

1. **GO TO** THE LAST SECTION OF THIS LEASE TITLED "ADDITIONAL TERMS AND CONDITIONS"
2. **CREATE** A LIST OF "MODIFIED PARAGRAPHS" WITH THE HEADING: "THE FOLLOWING PARAGRAPHS HAVE BEEN MODIFIED IN THIS LEASE:"
3. **SELECT AND COPY** THE MODIFIED PARAGRAPH TITLE AND PARAGRAPH NUMBER).
4. **GO TO** THE END OF THE LAST PARAGRAPH AND **CLICK** ON YOUR MOUSE TO PLACE THE CURSOR BELOW THE LAST ENTRY).
5. **PASTE** THE TITLE YOU JUST COPIED.
6. **MAKE YOUR CHANGES, ADDITIONS, DELETIONS, ETC.,** TO THE PARAGRAPH IN ITS ORIGINAL LOCATION IN THE DOCUMENT.

7. **SAVE YOUR CHANGES.**

HOW TO UPDATE THE TABLE OF CONTENTS AND PAGE REFERENCES WHEN YOU ARE FINISHED REVISING THE DOCUMENT:

1. **GO TO AND CLICK** IN THE TABLE OF CONTENTS.
2. **RIGHT CLICK** TO VIEW DROP-DOWN WINDOW.
3. FROM THE DROP-DOWN MENU, **CLICK ON** "UPDATE FIELD."
4. **CLICK ON** "UPDATE ENTIRE TABLE." **NOTE:** TABLE WILL UPDATE ANY HEADINGS THAT WERE CHANGED DURING THE REVIEW. **NOTE:** YOU SHOULD VERIFY ONE OR TWO CHANGES TO CONFIRM THE TOC WAS UPDATED PROPERLY

*THE ABOVE PRACTICES WILL INCREASE STANDARDIZATION AND FAMILIARITY OF THE DOCUMENT FOR THE PRACTITIONER BY ALLOWING CONSISTENT NUMBERING THROUGHOUT THE DOCUMENT.

TO ADD SECURITY REQUIREMENTS

ATTACH THE APPROPRIATE DOCUMENT TITLED "SECURITY REQUIREMENTS" AFTER CONSULTING WITH THE AGENCY TO DETERMINE THEIR SPECIFIC REQUIREMENTS USING THE APPROPRIATE ISC SECURITY LEVEL (I OR II).

THE FOLLOWING INSTRUCTIONS APPLY TO SIMPLIFIED MODEL ONLY:

- **NOTE THAT THIS IS A TURNKEY MODEL; ALL REQUIRED IMPROVEMENTS MUST BE INCLUDED BY THE LCO AS PART OF THE LEASE (ASRP, PROTOTYPE LAYOUT, ETC.). THERE IS NO STATED TI ALLOWANCE.**
- **ALL APPROPRIATE GENERAL CLAUSES ARE ALREADY INCORPORATED INTO THE LEASE DOCUMENT (L201A). DO NOT ATTACH A SEPARATE GSA FORM 3517, 3517A, 3517B, OR 3517C.**
- **SOLICITATION PROVISIONS (GSA FORM 3516) ARE NOT INCORPORATED INTO THE RLP (R101A) AND MUST BE INCLUDED AS A SEPARATE ATTACHMENT.**

TABLE OF CONTENTS

SIMPLIFIED RLP 1

SECTION 1 STATEMENT OF REQUIREMENTS 1

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012) 1

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (JUN 2012) 1

1.03 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012)..... 1

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (JUN 2012) 2

1.05 AMENDMENTS TO THE RLP (JUN 2012) 2

1.06 LEASE DESCRIPTION (SIMPLIFIED) (JUN 2012) 2

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011) 3

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)..... 3

1.09 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011) 3

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 5

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)..... 5

2.02 FLOOD PLAINS (JUN 2012) 5

2.03 SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, AND 10) (AUG 2011) 5

2.04 SEISMIC SAFETY (REGIONS 8, 9, AND 10) (APR 2011) 6

2.05 HISTORIC PREFERENCE (SIMPLIFIED) (JUN 2012)..... 8

2.06 ASBESTOS (JUN 2012) 9

2.07 ACCESSIBILITY (JUN 2012)..... 9

2.08 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)..... 9

2.09 SECURITY (JUN 2012) 9

2.10 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011) 10

SECTION 3 HOW TO OFFER..... 12

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (APR 2011) 12

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011) 12

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (JUN 2012) 12

3.04 EISA SUBMITTALS (JUN 2012) 13

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)..... 13

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) 13

3.07 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) 14

SECTION 4 METHOD OF AWARD 15

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012) 15

4.02	<i>HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)</i>	15
4.03	<i>AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012)</i>	15
4.04	<i>PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (JUN 2012)</i>	15
4.05	<i>AWARD (SIMPLIFIED) (JUN 2012)</i>	16
SECTION 5	ADDITIONAL TERMS AND CONDITIONS	1

ALL PARAGRAPHS ARE STANDARDIZED FOR THIS MODEL AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING.

TYPE IN RLP NO. AND DATE

REQUEST FOR LEASE PROPOSALS NO. XXXXX

[DATE]
SIMPLIFIED RLP GSA FORM R101A (June 2012)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

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 form (GSA Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (GSA Form 1364A), and a Simplified Lease Proposal Data form (GSA Form 1364A-1) on which Offerors 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. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the Lease and delivers a signed copy to the Offeror.

ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIREMENTS BELOW. ADD OR DELETE ITEMS AS NEEDED.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (JUN 2012)

ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED ABOA SF AND PARKING SPACES.

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;

CITY, STATE	
DELINEATED AREA	
SPACE TYPE(S)	
MINIMUM SQ. FT. (ABOA)	
MAXIMUM SQ. FT. (ABOA)	
PARKING SPACES (TOTAL)	
PARKING SPACES (SURFACE)	
PARKING SPACES (STRUCTURE)	
PARKING SPACES (RESERVED)	
INITIAL FULL TERM	
TERMINATION RIGHTS	
INITIAL FIRM TERM	
OPTION TERM	
ADDITIONAL REQUIREMENTS	

ACTION REQUIRED: OPTIONAL LOCATION PARAGRAPHS-

- YOU MAY USE ONE OF THE TWO PARAGRAPHS BELOW AND DELETE THE OTHER. HOWEVER, IF THE REQUIRED DELINEATED AREA CANNOT PROVIDE THE AMENITIES DESCRIBED IN THE PARAGRAPHS, YOU MAY DELETE BOTH PARAGRAPHS.
- USE MILES OR FEET FOR THE DISTANCE VARIABLES. THESE ARE STANDARD MEASUREMENTS. CITY BLOCKS VARY IN LENGTH AND DO NOT ALLOW USEFUL COMPARISONS OF DISTANCE. THE ½ MILE VARIABLE IN THE PARAGRAPHS IS PREDICATED ON USGBC CRITERIA FOR LEED BUILDINGS.
- FILL IN THE PARKING VARIABLE WITH A REASONABLE AMOUNT, IN CONFORMANCE WITH LOCAL MARKET PRACTICE.

1.03 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012)

LOCATION: INSIDE OR OUTSIDE CITY CENTER

- A. INSIDE CITY CENTER: Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on-site shall at least meet current

local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every **XX** RSF of Space. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding **XX** (a walkable ½ mile) of the employee entrance of the offered Building, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding **XX** (a walkable ½ mile) of the employee entrance of the offered Building, as determined by the LCO. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the Building, but generally not exceeding **XX** (a walkable ½ mile), as determined by the LCO. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the Building, but generally not exceeding **XX** (a walkable ¼ mile), as determined by the LCO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

- B. **OUTSIDE CITY CENTER:** Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every **XX** RSF of the Space. Adequate eating facilities shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building, but generally not exceeding **XX**, as determined by the LCO. Amenities must be existing or Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

ACTION REQUIRED: THE LIST OF ATTACHMENTS IS NOT COMPREHENSIVE. ADD OR DELETE ITEMS ON THE LIST AS APPROPRIATE FOR THE SPECIFIC TRANSACTION (E.G. SEISMIC FORM)THE GENERAL CLAUSES GSA FORM 3517 APPLICABLE TO THE SIMPLIFIED LEASE ARE INCORPORATED INTO THE RLP LEASE DOCUMENT AND DO NOT NEED TO BE LISTED HERE.

NOTE: EXHIBITS SHOULD BE LABELED WITH SEQUENTIAL LETTERS.

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS-XXX-XXXXX (Form L201A)		
Agency Specific Requirements, Dated X		
Security Requirements		
GSA Form 3516 Solicitation Provisions		
Proposal to Lease Space (GSA Form 1364A)		
Simplified Lease Proposal Data (GSA Form 1364A-1)		
GSA Form 3518 Representations and Certifications		
GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B)		
Pre-Lease Building Security Plan		
Security Unit Price List		

1.05 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.06 LEASE DESCRIPTION (SIMPLIFIED) (JUN 2012)

Offerors 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.

The Lease contemplated by this RLP includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Agency Specific Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy; and
- E. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP. Notwithstanding the foregoing, the following is provided to assist Offerors in understanding the nature of the Lease.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, taxes, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA square feet solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease without further compensation other than the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

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. 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.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

Lease LCO:

[Name]
[Mailing Address]
[Office Phone]
[Cell Phone]
[Fax]
[Email Address]

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

[Name]
[Mailing Address]
[Office Phone]
[Cell Phone]
[Fax]
[Email Address]

INCLUDE THIS PARAGRAPH ONLY IF THE BROKER CONTRACT WAS USED.

1.09 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

A. For the purposes of this RLP, [TYPE IN NBC2 BROKER NAME OF BROKER] _____ ("the Broker") is the authorized contractor real estate broker representing GSA. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker may represent both GSA and another offeror under this lease action. By submitting an offer, the Offeror acknowledges the potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and request written acknowledgement statements from all Offerors. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option

periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker in block 20 of GSA form 1364A-1. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

B. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease. Commissions and/or credits shall be treated as confidential financial information and 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.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker shall not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

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, GSA may request the Offeror to provide a test fit layout at the Offeror's expense.

ACTION REQUIRED: PARAGRAPH DEFAULTS TO A "BASE" STANDARD OF "100-YEAR" FLOOD-PLAIN DESIGNATION. USE DEFAULT UNLESS AGENCY DETERMINES THIS TO BE A CRITICAL ACTION. IF A CRITICAL ACTION, USE 500-YEAR INSTEAD.

2.02 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 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 LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

ACTION REQUIRED: REGIONS OTHER THAN 8, 9 & 10 SHOULD USE THIS SEISMIC PARAGRAPH UNLESS BOTH OF THESE CONDITIONS ARE MET: (1) LEASE IS UNDER 10,000 RENTABLE SQ FT, AND (2) GOVERNMENT OCCUPIES LESS THAN 50% OF BUILDING. IF BOTH CONDITIONS ARE MET, DELETE THIS SEISMIC PARAGRAPH AND THE SEISMIC PARAGRAPH FOR REGIONS 8, 9 & 10. IF NOT, KEEP THIS PARAGRAPH, AND DELETE THE PARAGRAPH FOR REGIONS 8, 9 & 10.

2.03 SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, AND 10) (AUG 2011)

A. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received that fully meet seismic safety requirements, other offers that do not fully meet these requirements will not be considered. If no offers are received that fully meet seismic safety requirements, only offers that substantially meet seismic safety requirements will be considered. If no offers are received that fully or substantially meet seismic safety requirements, the Government may elect to make no lease award.

B. "Fully meet" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available from the LCO) with the initial offer, from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, will be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.

2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) will be replaced with the table below.

FEMA 178 ¹	Building Type	BOCA	SBCC	UBC	ANSI	NEHRP
1, 2	Wood Frame, Wood Shear Panels	**	**	1949	**	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982	1985
4	Steel Braced Frame	1990	1991	1988	*	1991
5	Light Metal Frame	*	*	*	*	*
6	Steel Frame w/Concrete Shear Walls	1987	1991	1976	1982	1985
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982	1985
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982	1985
10,7	Steel or Concrete Frame w/URM Infill	*	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982	1985
12	Precast Concrete Frame	*	*	*	*	*
13, 14	Reinforced Masonry	1987	1991	1976	1982	1985
15	Unreinforced Masonry (URM)	*	*	*	*	*

* Indicates no benchmark year (no comprehensive seismic requirements for these buildings exist).

** Local provisions for wood construction need to be compared to 1949 UBC to determine benchmark year.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCC—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

ANSI—American National Standards Institute, A58.1, Minimum Design Loads for Buildings and Other Structures.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

a. Buildings leased by the Federal Government are exempt from these standards if both of the following apply:

i. The leased space is 10,000 rentable square feet or less AND

ii. The Federal Government leases less than 50 percent (%) of the total building square footage.

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained at www.degenkolb.com/0_0_Misc/0_1_FEMADocuments/fema310/prestd.html.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or at <http://fire.nist.gov/bfrlpubs/build94/PDF/b94037.pdf>

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Documentation of this evaluation shall be made available to the Government

ACTION REQUIRED: REGIONS 8, 9 & 10 USE THIS PARAGRAPH AND DELETE THE PRECEDING SEISMIC PARAGRAPH INTENDED FOR OTHER REGIONS.

2.04 SEISMIC SAFETY (REGIONS 8, 9, AND 10) (APR 2011)

A. Definitions. For the purpose of this paragraph:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.

2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings." ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or at <http://www.pubs.asce.org>.

3. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained at <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>.

4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.

5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this RLP, together with any required attachments.

¹ The 15 common building types as they are defined in FEMA-178.

6. "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.

7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

B. In order to meet the Seismic Standards, an offer must include either a Seismic Certificate establishing that the offered building complies with the Seismic Standards or a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space. Buildings can meet the seismic standards in the following ways:

1. Be a Benchmark Building per RP 6 standards (see paragraph a., below).

2. Provide a certificate per a Tier 1 evaluation (see paragraph b. below).

3. Provide a certificate per a Tier 2 or Tier 3 evaluation (see paragraph c., below).

4. Provide plans as to how the Offeror proposes to renovate the building to meet the requirements of RP 6 (see paragraph d, below).

a. A Benchmark Building is one that was designed and built in accordance with adequate seismic provisions, which are considered to provide acceptable life-safety protection. The determination of benchmark years is complex and varies with building location, age, structural system, and governing building code. A table of benchmark years is provided in Table 1-1. Note that, if the seismicity of a region has changed since the benchmark dates listed in Table 1-1, a building must have been designed and constructed or evaluated in accordance with the current seismicity of the region to be compliant with the Standards. Only buildings designed and constructed in accordance with the documents listed in Table 1-1 and being evaluated to the Life-Safety Performance Level may be considered Benchmark Buildings.

USE THIS ALTERNATE TABLE FOR REGIONS 8, 9, AND 10.]

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)				
BUILDING TYPE^{2,3}	Model Building Seismic Design Provisions			
	BOCA^{1S}	SBCCI^{1S}	UBC^{1S}	NEHRP^{1S}
Wood Frame, Wood Shear Panels (Type W1 and W2) ³	1992	1993	1976	1985
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976	1985
Steel Moment-Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴	**
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988	1991
Light Steel Frame (Type S3)	*	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976	1985
Reinforced Concrete Moment-Resisting Frame (Type C1) ⁵	1992	1993	1976	1985
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976	1985
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997	*
Precast Concrete (Type PC2 and PC2A)	*	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997	*
Reinforced Masonry (Type RM2)	1992	1993	1976	1985
Unreinforced Masonry (Type URM) ⁶	*	*	1991 ⁷	*
Unreinforced Masonry (Type URMA) ⁸	*	*	*	*

* No benchmark year building will be evaluated using FEMA-310.

** Local provisions will be compared with the UBC.

^{1S} Only buildings designed and constructed or evaluated in accordance with these documents and being evaluated to the Life-Safety Performance Level may be considered Benchmark Buildings.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCCI—Southern Building Code Congress International, Standard Building Code.

² One of the Common Building Types defined in FEMA-310, Table 2-2 (pgs. 2-6 through 2-10).

³ Buildings on hillside sites will not be considered Benchmark Buildings.

⁴ Steel Moment-Resisting Frame Connections shall comply with the 1994 BBC Emergency Provisions, the 1997 BBC, the 1997 DISC Seismic Provisions, the 2000 IBC or FEMA 350, or the analytical evaluation provisions of FEMA 351.

⁵ Flat Slab Buildings will not be considered Benchmark Buildings.

⁶ Buildings with thin-walled steel tubes in braced frames shall not be considered Benchmark Buildings.

⁷ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

⁸ Refers to the BCBC.

UBC—International Conference of Building Officials, Uniform Building Code.
NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

b. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and include the checklists from the Tier 1 Evaluation.

c. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government. The LCO may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

d. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc., shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the LCO.

C. Seismic Requirements. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer meets the Seismic Standards and the other requirements of this RLP, then other offers that do not meet the Seismic Standards will not be considered. If none of the offers received meet the Seismic Standards, the LCO will make the award to the Offeror whose building 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 solicitation.

ACTION REQUIRED: MAY BE DELETED WHEN MARKET SURVEY INDICATES THAT SPACE IS NOT AVAILABLE IN HISTORIC PROPERTIES AS DESCRIBED BELOW.

2.05 HISTORIC PREFERENCE (SIMPLIFIED) (JUN 2012)

A. The Government will give preference to offers of Space in Historic Properties following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

F. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

2.06 ASBESTOS (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 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.

2.07 ACCESSIBILITY (JUN 2012)

The Lease contemplated by this RLP contains building requirements for Accessibility. 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 Lease requirements, 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.

2.08 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease.
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 SECURITY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements and other obligations relating to Security. See the attachments to the Lease titled "Security Requirements" and "Security Unit Price List." The Government determines security levels,

requirements and standards for facilities and agency spaces based upon tenant agency mix, use of the space, size of Space, number of employees, location of the facility, configuration of the site and lot, and public access into and around the facility.

To be eligible for award, the Offeror must provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease Security Requirements.

The Security Unit Price List includes various improvements, services and permissions by the Lessor and the Government. Each item is classified as part of the shell or tenant improvements or building-specific security. Offeror shall complete the form and submit it as part of its offer. There shall be no charge to the Government for any items that already exist in the offered building or facility.

2.10 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011)

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. 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, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) 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; 2) 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; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, ventilating, and air conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

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/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building

Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financialevaulation>) 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 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. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (APR 2011)

Offeror shall prepare a complete signed lease document, including all required exhibits, using the forms provided with this RLP. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the LCO countersigns the Offeror's signed lease document and mails or otherwise furnishes written notification of the executed lease to the successful offeror.. Offerors are advised that the Government may make award without negotiations.

TYPE IN APPROPRIATE TIME AND PLACE FOR RECEIPT OF OFFERS ON COVER PAGE

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011)

A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the request for Lease proposals will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its Lease proposal by United States mail or other express delivery service of Offeror's choosing.

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

1. No later than **[time] [time zone]** on the following date at the following designated office and address:

Date:

Office:

Address:

2. No later than **[time] [time zone]** on the following date at the following email address:

Date:

Email

Address:

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

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

E. Offers 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.

F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

ACTION REQUIRED: THIS LIST IS NOT COMPREHESIVE. ADD OR DELETE ITEMS APPROPRIATE FOR YOUR SPECIFIC ACQUISITION

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (JUN 2012)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
Lease No. GS- XXX-XXXX (Form L201A), signed and initialed by Offeror
Simplified Lease Proposal (GSA Form 1364A), completed and signed by Offeror
Simplified Lease Proposal Data (GSA Form 1364A-1), completed and signed by Offeror
Agency Specific Requirements, Dated X , initialed by Offeror
Security Requirements, initialed by Offeror
Security Unit Price List, completed and signed by Offeror
Representations and Certifications (GSA Form 3518A), completed and signed by Owner
Fire Protection and Life Safety information and documents (See Fire Protection and Life Safety paragraph in RLP and Lease for applicable requirements)
Pre-Lease Building Security Plan, completed by Offeror, if applicable
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1364A-1
Seismic certification or exemption memo
Historic Property information and documentation, if applicable, per the Historic Preference paragraph
Registration in the Central Contractor Registration (CCR) System
EISA compliance information (See Energy Independence and Security Act paragraph in RLP and Lease for applicable requirements)

3.04 EISA SUBMITTALS (JUN 2012)

A. No later than the due date for final proposal revisions, the offeror must submit to the LCO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make; and if no improvements are cost effective, the offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
3. If the offeror is claiming eligibility for additional time to obtain the Energy Star® label per subparagraph 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®, or

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. 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.

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)

A. TIs are those costs required for building out the Government demised area in accordance with Agency Specific Requirements and Security Requirements as developed in Government approved DIDs. All TIs required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

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

ACTION REQUIRED: USE THIS PARAGRAPH FOR FULLY-SERVICED LEASES (THE PREFERRED METHOD), AND DELETE THE PARAGRAPH THAT FOLLOWS. IF YOU USE THIS PARAGRAPH AND DELETE THE PARAGRAPH THAT FOLLOWS, ALSO DELETE THE PARAGRAPH "UTILITIES SEPARATE FROM RENTAL" IN THE LEASE IN THE SECTION "UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM."

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall

include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

ACTION REQUIRED: USE THIS PARAGRAPH IF THE SPACE IS NOT FULLY SERVICED (NET OF UTILITIES) AND DELETE THE PRECEDING PARAGRAPH. IF YOU USE THIS PARAGRAPH AND DELETE THE PRECEDING PARAGRAPH, ALSO DELETE THE PARAGRAPH "UTILITIES" IN THE

3.07 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)

The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date.

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

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. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the LCO 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.

B. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

A. HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364A-1, Simplified Lease Proposal Data. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

B. If a HUBZone SBC that has not waived the price preference is awarded the lease, the certification required by the "Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012)

A. The Government reserves the right to make an award based upon initial offers. 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 (Simplified)" paragraph in this section of the RLP. 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.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

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 (SIMPLIFIED) (JUN 2012)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA square footage 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 to a composite annual price per 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 sq. ft price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

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

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

OPTIONAL – DELETE SUBPARAGRAPH D IF YOU WILL NOT ACCOUNT FOR RELOCATION COSTS IN THE PRICE EVALUATION

d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

8. The sum of either paragraphs 5 and 7 or 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 (SIMPLIFIED) (JUN 2012)

A. To document the agreement between the parties, the successful Offeror and the GSA LCO will execute a Lease prepared by GSA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. GS-XXX-XXXXX and any associated Lease amendments.

2. General Clauses included with the Lease and incorporated by reference.

3. GSA Form 3518A, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.

4. The pertinent provisions of the offer.

5. Floor plans of the offered Space.

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

INCLUDE ADDITIONAL RLP REQUIREMENTS, MODIFIED PARAGRAPH NUMBERS, OR ADDITIONAL INFORMATION IN SECTION 5, BELOW.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS
