

# GSA REQUEST FOR LEASE PROPOSALS NO. 1TX2652 San Antonio, TX

## Offers due by **02/08/2023**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 5:00 PM, Eastern Time on the date above. See "Receipt of Lease Proposals" herein for additional information.

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

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

**GLOBAL RLP  
GSA TEMPLATE R100 (10/22)**

## TABLE OF CONTENTS

GLOBAL RLP .....	1
<b>SECTION 1 STATEMENT OF REQUIREMENTS .....</b>	<b>1</b>
1.01 GENERAL INFORMATION (OCT 2020) .....	1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022) .....	1
1.03 <del>AREA OF CONSIDERATION (OCT 2021) INTENTIONALLY DELETED</del> .....	1
1.04 <del>UNIQUE REQUIREMENTS (OCT 2021) INTENTIONALLY DELETED</del> .....	1
1.05 <del>NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2021)</del> <del>INTENTIONALLY DELETED</del> .....	1
1.06 LIST OF RLP DOCUMENTS (OCT 2022) .....	2
1.07 AMENDMENTS TO THE RLP (JUN 2012) .....	2
1.08 LEASE DESCRIPTION (OCT 2021) .....	2
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) .....	2
1.10 <del>PRICING OF SECURITY REQUIREMENTS (OCT 2022) INTENTIONALLY DELETED</del> .....	2
1.11 <del>SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)</del> <del>INTENTIONALLY DELETED</del> .....	2
1.12 <del>INSPECTION—RIGHT OF ENTRY (OCT 2021) INTENTIONALLY DELETED</del> .....	3
1.13 AUTHORIZED REPRESENTATIVES (OCT 2020) .....	3
1.14 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020) .....	3
1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020) .....	3
1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021) .....	3
<b>SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD .....</b>	<b>4</b>
2.01 <del>EFFICIENCY OF LAYOUT (AUG 2011) INTENTIONALLY DELETED</del> .....	4
2.02 <del>FLOOD PLAINS (OCT 2022) INTENTIONALLY DELETED</del> .....	4
2.03 <del>SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2022) INTENTIONALLY DELETED</del> .....	4
2.04 <del>SEISMIC SAFETY—HIGH SEISMICITY (OCT 2022) INTENTIONALLY DELETED</del> .....	4
2.05 <del>HISTORIC PREFERENCE (SEP 2013) INTENTIONALLY DELETED</del> .....	4
2.06 ASBESTOS (OCT 2021) .....	4
2.07 ACCESSIBILITY (SEP 2013) .....	4
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) .....	4
2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022) .....	4
2.10 <del>ENVIRONMENTAL CONSIDERATIONS (SEP 2013) INTENTIONALLY DELETED</del> .....	5
2.11 <del>DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—RLP (SEP 2014)</del> <del>INTENTIONALLY DELETED</del> .....	5
2.12 <del>NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—RLP (OCT 2020) INTENTIONALLY DELETED</del> .....	6
<b>SECTION 3 HOW TO OFFER .....</b>	<b>7</b>
3.01 GENERAL INSTRUCTIONS (JUN 2012) .....	7

3.02	RECEIPT OF LEASE PROPOSALS (OCT 2021) .....	7
3.03	PRICING TERMS (OCT 2022) .....	7
3.04	BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) .....	8
3.05	<del>PROSPECTUS LEASE (OCT 2022) INTENTIONALLY DELETED</del> .....	8
3.06	ADDITIONAL SUBMITTALS (OCT 2022) .....	8
3.07	<del>TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020) INTENTIONALLY DELETED</del> .....	10
3.08	<del>TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017) INTENTIONALLY DELETED</del> .....	10
3.09	<del>SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022) INTENTIONALLY DELETED</del> .....	10
3.10	<del>GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED</del>	10
3.11	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) .....	10
3.12	<del>UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) INTENTIONALLY DELETED</del>	10
<b>SECTION 4</b>	<b>METHOD OF AWARD .....</b>	<b>11</b>
4.01	NEGOTIATIONS (JUN 2012) .....	11
4.02	<del>HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015) INTENTIONALLY DELETED</del> .....	11
4.03	<del>AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED</del> .....	11
4.04	<del>OTHER AWARD FACTORS (OCT 2016) INTENTIONALLY DELETED</del> .....	11
4.05	<del>FACTOR DESCRIPTIONS (OCT 2016) INTENTIONALLY DELETED</del> .....	11
4.06	<del>FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED</del> .....	11
4.07	<del>FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED</del> .....	11
4.08	<del>DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED</del> .....	11
4.09	<del>PRESENT VALUE PRICE EVALUATION (OCT 2022) INTENTIONALLY DELETED</del> .....	11
4.10	AWARD (OCT 2022) .....	11
<b>SECTION 5</b>	<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>12</b>
5.01	MODIFIED RLP PARAGRAPHS (OCT 2016) .....	12
5.02	<del>SWING SPACE - RLP (OCT 2022) INTENTIONALLY DELETED</del> .....	12

# REQUEST FOR LEASE PROPOSALS NO. 1TX2652

January 18, 2023  
GLOBAL RLP GSA TEMPLATE R100 (OCT 2022)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (OCT 2020)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Succeeding or Superseding Lease where the Government is currently in occupancy and possession of the leased Premises. Unless otherwise noted, the Government will accept the leased Premises in their current condition, with the exceptions outlined in the RLP documents. The Government will evaluate the proposal conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease subject to the conditions below.
- B. Included in the RLP documents is a lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. Do not attempt to complete the lease template. Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).
- D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

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

- A. The Government is seeking **9,072** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area (ABOA) square feet (SF) of Space within the existing location. See Section 2 of the Lease for applicable ANSI/BOMA standards.
- B. 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.
- C. The Government requires **23** structured/inside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.
- D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.
- E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.
- F. The lease term shall be **17** Years, **15** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **90** days' prior written notice.
- G. The Lease Term Commencement Date will be on September 1, 2024.

### 1.03 AREA OF CONSIDERATION (OCT 2021) INTENTIONALLY DELETED

### 1.04 UNIQUE REQUIREMENTS (OCT 2021) INTENTIONALLY DELETED

### 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2021) INTENTIONALLY DELETED

## 1.06 LIST OF RLP DOCUMENTS (OCT 2022)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS-07P-LTX01199 (Template L100)	35	A
GSA Form 3516, Solicitation Provisions	6	B
GSA Form 3517B, General Clauses	21	C
Security Requirements for Level II	8	D
Proposal to Lease Space (GSA Form 1364)	3	E
GSA Form 1217, Lessor's Annual Cost Statement	3	F
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	G
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	7	H
Broker Commission Agreement	3	I

B. INTENTIONALLY DELETED

## 1.07 AMENDMENTS TO THE RLP (JUN 2012)

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

## 1.08 LEASE DESCRIPTION (OCT 2021)

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

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

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

D. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP.

E. INTENTIONALLY DELETED

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.

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

## 1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)

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

## 1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022) INTENTIONALLY DELETED

## 1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2014) INTENTIONALLY DELETED

## **1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021) INTENTIONALLY DELETED**

## **1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)**

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

### **Lease LCO:**

Mary L. Hewson  
819 Taylor Street, Fort Worth, TX 76102  
817-978-3280  
[MARY.HEWSON@GSA.GOV](mailto:MARY.HEWSON@GSA.GOV)

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

### **Alternate Government Contact:**

Ed Brennan  
2445 M Street, NW, Suite 510, Washington, DC 20037  
202-652-4194  
202-253-4100  
[EDWARD.BRENNAN@GSA.GOV](mailto:EDWARD.BRENNAN@GSA.GOV)

## **1.14 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)**

A. For the purposes of this RLP, **PUBLIC PROPERTIES** (the Broker) is the authorized contractor real estate broker representing GSA. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker. The Offeror shall enter the commission amounts for its representative and the amount to GSA's Broker in blocks 31a and 31b respectively on GSA Form 1217, Lessors Annual Cost Statement. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

B. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker's Company may represent both GSA and another Offeror under this lease action. By submitting an offer, the Offeror acknowledges the potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and request written acknowledgement statements from all Offerors.

C. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease. Commissions and/or credits shall be treated as confidential financial information and Offerors will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the GSA LCO.

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

## **1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020)**

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

B. The small business size standard for the applicable NAICS code is found [HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/](https://www.sba.gov/size-standards/).

## **1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)**

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [WWW.SAM.GOV](http://WWW.SAM.GOV) for the designated entity for establishing unique entity identifiers. If an offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one.

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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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### 2.01 EFFICIENCY OF LAYOUT (~~AUG 2011~~) INTENTIONALLY DELETED

### 2.02 FLOOD PLAINS (~~OCT 2022~~) INTENTIONALLY DELETED

### 2.03 SEISMIC SAFETY – MODERATE SEISMICITY (~~OCT 2022~~) INTENTIONALLY DELETED

### 2.04 SEISMIC SAFETY – HIGH SEISMICITY (~~OCT 2022~~) INTENTIONALLY DELETED

### 2.05 HISTORIC PREFERENCE (~~SEP 2013~~) INTENTIONALLY DELETED

### 2.06 ASBESTOS (OCT 2021)

A. Government requires space with no asbestos-containing materials (ACM), or with undamaged, nonfriable ACM. For purposes of this paragraph, “space” includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. Notwithstanding the preceding, if no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any material with a trace or more of asbestos quantity present.

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

D. Management Plan and Reinspection Report Submittals. If space is offered which contains ACM, the Offeror shall submit a current asbestos-related management plan or operations and maintenance plan, along with a current asbestos re-inspection report (performed within the past 5 years) for acceptance by the Government prior to lease award. The management plan or operations and maintenance plan, and re-inspection report shall conform to generally accepted industry practice in accordance with EPA guidance.

### 2.07 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.

### 2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or

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

### 2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term “most recent year” means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. Notwithstanding the above, buildings that meet the following are considered as equivalent to having an Energy Star label in the most recent year. 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 [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources).

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/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

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

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

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

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

K. As part of the cost effective upgrades specified under sub-paragraph D above, existing lighting systems must be upgraded to meet or exceed the stated lighting specifications in the Lease unless, with respect to upgrades otherwise in excess of the minimum stated requirements, Offeror can demonstrate, using the Building Upgrade Value Calculator discussed above, that such additional upgrades are not cost effective over the Firm Term of the Lease.

## **2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) INTENTIONALLY DELETED**

## **2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS -- RLP (SEP 2014) INTENTIONALLY DELETED**



**2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS -- RLP (OCT 2020) INTENTIONALLY DELETED**

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## SECTION 3 HOW TO OFFER

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### 3.01 GENERAL INSTRUCTIONS (JUN 2012)

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

### 3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)

#### A. Online method - Submission through Lease Offer Platform (LOP):

1. Unless otherwise authorized by the LCO or his/her designated representative, offers may only be submitted electronically to GSA using the Lease Offer Platform/Requirement Specific Acquisition Platform (LOP/RSAP) located at <https://lop.gsa.gov/RSAP>. LOP enables Offerors to electronically offer space for lease to the Federal Government. The offer submission process is web-enabled, allowing all registered participants to submit and update offers to lease space to the Government in response to a single RLP for a specific space requirement.

2. In order to be considered for award, offers conforming to the requirements of the RLP shall be submitted through LOP/RSAP no later than **February 8, 2023, 5:00 PM, Eastern Time**.

3. Offerors must submit all documentation identified in this RLP using the LOP/RSAP Application. The LOP/RSAP generates the Lessor's Annual Cost Statement (GSA Form 1217) and Proposal to Lease Space (GSA Form 1364) based on the entered data. These auto-populated forms are available for review at the end of the Application workflow and should be uploaded by the Offeror as part of his/her offer; there is no need for the Offeror to manually complete the attached blank version of these two forms. Any subsequent revisions to offer documents must be submitted through the LOP platform. There is no paper-based submission process under this RLP and paper submissions will not be considered, unless otherwise authorized by the LCO.

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

### 3.03 PRICING TERMS (OCT 2022)

Offeror shall provide the following pricing information with its offer:

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

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

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

2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.

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

4. INTENTIONALLY DELETED

5. INTENTIONALLY DELETED

6. INTENTIONALLY DELETED

7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. **NOTE:** Refer to the Lease document for additional guidance.

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

9. INTENTIONALLY DELETED

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

11. Compensation (expressed as a %) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered. If GSA is using a Tenant Representative Broker, compensation (expressed as a %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

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

### **3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)**

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

### **3.05 PROSPECTUS LEASE (OCT 2022) INTENTIONALLY DELETED**

### **3.06 ADDITIONAL SUBMITTALS (OCT 2022)**

Offeror shall also submit with its offer the following:

A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.

B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.

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

D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.

E. INTENTIONALLY DELETED

F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:

1. Corporation – Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.

2. Partnership -- Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.

3. Limited Liability Company – Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.

4. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.

G. INTENTIONALLY DELETED

H. INTENTIONALLY DELETED

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

J. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in subparagraph 1, unless the Building meets either exemption in subparagraphs 2 or 3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
- b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
- c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
- d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:

I.A report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances or,

II.For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.

2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in 1.a through 1.d above.

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

K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

L. INTENTIONALLY DELETED

M. INTENTIONALLY DELETED

N. A current asbestos management plan or operations and management plan, along with a current reinspection report (performed within the past 5 years), if the offered Building contains asbestos-containing materials.

O. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs 1 through 5 noted below:

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

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

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

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

5. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

Q. INTENTIONALLY DELETED

- R. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:
1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
  2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
  3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
  4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
  5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.
- S. INTENTIONALLY DELETED
- T. INTENTIONALLY DELETED
- U. INTENTIONALLY DELETED.
- V. INTENTIONALLY DELETED
- W. INTENTIONALLY DELETED
- X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." GSA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.
- Y. INTENTIONALLY DELETED
- Z. INTENTIONALLY DELETED
- AA. INTENTIONALLY DELETED
- AB. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.
- AC. INTENTIONALLY DELETED
- AD. INTENTIONALLY DELETED
- AE. INTENTIONALLY DELETED
- 3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020) INTENTIONALLY DELETED**
- 3.08 TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017) INTENTIONALLY DELETED**
- 3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022) INTENTIONALLY DELETED**
- 3.10 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED**
- 3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)**
- The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.
- 3.12 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) INTENTIONALLY DELETED**

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## SECTION 4 METHOD OF AWARD

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### 4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the GSA LCO or designated representative. When negotiations are conducted, GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of federal agencies other than the LCO or their designee.

### 4.02 ~~HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)~~ INTENTIONALLY DELETED

### 4.03 ~~AWARD BASED ON PRICE (JUN 2012)~~ INTENTIONALLY DELETED

### 4.04 ~~OTHER AWARD FACTORS (OCT 2016)~~ INTENTIONALLY DELETED

### 4.05 ~~FACTOR DESCRIPTIONS (OCT 2016)~~ INTENTIONALLY DELETED

### 4.06 ~~FACTOR MINIMUM STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED

### 4.07 ~~FACTOR SUBMITTAL REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED

### 4.08 ~~DOCUMENTATION REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED

### 4.09 ~~PRESENT VALUE PRICE EVALUATION (OCT 2022)~~ INTENTIONALLY DELETED

### 4.10 AWARD (OCT 2022)

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-07P-LTX01199 and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.
5. Intentionally Deleted

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

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## **SECTION 5 ADDITIONAL TERMS AND CONDITIONS**

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### **5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this RLP:

Section 1.08, paragraphs D, E, and F

Section 3.03, paragraphs B. 1, 4, 5, 6 and 9

Section 3.06, paragraph B

### **5.02 ~~SWING SPACE -- RLP (OCT 2022)~~ INTENTIONALLY DELETED**