

GSA REQUEST FOR LEASE PROPOSALS NO. 1MS2098 PHILADELPHIA, MS

Offers due by 10/16/2023

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **5:00 PM Central Daylight 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.

**SLAT RLP
GSA TEMPLATE R100A (10/22)**

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REQUEST FOR LEASE PROPOSALS NO. 1MS2098

September 2023
SLAT RLP GSA TEMPLATE R100A (October 2022)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SLAT) (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. 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 AND LEASE TERM (SLAT) (OCT 2020)

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

CITY, STATE	PHILADELPHIA, MS
AREA OF CONSIDERATION	CITY LIMITS OF PHILADELPHIA, MS
SPACE TYPE(S)	OFFICE
MINIMUM SQ. FT. (ABOA)	6,152 SF
MAXIMUM SQ. FT. (ABOA)	6,152 SF
RESERVED PARKING SPACES (TOTAL)	ON-SITE PARKING SHALL BE AVAILABLE AT A RATIO OF ONE (1) SPACE PER 200 RSF OF SPACE
INITIAL FULL TERM	10 YEARS
INITIAL FIRM TERM	5 YEARS
TERMINATION RIGHTS	90 DAYS
OPTION TERM	N/A
ADDITIONAL REQUIREMENTS	<ul style="list-style-type: none">• Locations which have obscure, difficult access or which require multiple turns shall not be considered.• Contiguous space on a single floor is required.• If space offered is above the ground floor, a minimum of two accessible elevators must serve the proposed floor. One of the elevators may be a freight elevator.• Space requiring ramps inside the office will not be acceptable. Any structural columns must be at least 20 feet from any interior wall and from each other (clear distance) and be no more than 2 feet square.• Offered property cannot be located adjacent to railroad tracks.• Space should allow for an efficient layout and office workflow. Space must provide maximum flexibility for systems furniture placement with few or no columns or other building or architectural obstructions. Space should have a few curves or major offsets and must have large

	open areas to allow maximum design flexibility. Architectural features should not cause an inefficient use of space.
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1.03 NEIGHBORHOOD AND PARKING (SLAT) (OCT 2021)

- A. Intentionally Deleted.
- B. Neighborhood and Parking: 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 **200** RSF of Space, whichever is greater.
- C. Intentionally Deleted.

1.04 LIST OF RLP DOCUMENTS (SLAT) (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-04P-LMS02217 (Template L100A)	30	A
Security Requirements for Level II	9	B
GSA Form 3516A, Solicitation Provisions	6	C
GSA Form 3517A, General Clauses	9	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
Seismic Offer Forms	8	H
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	I
FAR 52.204-27 Prohibition on a ByteDance Covered Application	2	J
Broker Commission Agreement	3	K

- B. Intentionally Deleted.

1.05 LEASE DESCRIPTION (SLAT) (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:
- The term of the Lease, and renewal option, if any.
 - Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
 - Building Shell standards and requirements.
 - Information concerning the tenant agency's buildout requirements, to be supplemented after award.
 - Security Requirements.
 - 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. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and

project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out 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 and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

- E. The security pricing process is described in a separate paragraph.
- F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI and/or BSAC alterations, the Government shall withhold TI and/or BSAC rent pursuant to Section 1 of the Lease until such time as the TI and/or BSAC is completed and accepted by the Government. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.
- G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease template and in the GSA Form **3517A**, and will be made part of the Lease.

1.06 AUTHORIZED REPRESENTATIVES (OCT 2020)

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

Lease LCO:

Eugene B. Wright
General Services Administration | Public Buildings Service
77 Forsyth Street SW, Suite G-40
Atlanta, GA 30303
eugene.wright@gsa.gov

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

Alternate Government Contact:

Megan Shulin, Public Properties
2445 M Street NW
Suite 510
Washington, DC 20037
202-652-4188
megan.shulin@gsa.gov

1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)

- A. For the purposes of this RLP, **PUBLIC PROPERTIES, LLC** (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.

1.08 PRICING OF SECURITY REQUIREMENTS (OCT 2022)

- A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.
- B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the Building Specific Amortized Capital (BSAC). The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation. The Lessor shall design and build the BSAC and will be compensated for BSAC costs, together with design and project management fees to be set under the Lease.
- C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.09 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 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/>.

1.10 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 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 for establishment of the unique entity identifier directly to obtain one.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SLAT) (OCT 2020)

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

2.02 FLOOD PLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 1-percent-annual-chance floodplain (formerly referred to as 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 and does not impact the Government's full use and enjoyment of the Premises. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Government may determine that the offered Property does not adequately avoid development in a 1-percent-annual-chance floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

2.03 SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2023)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
 - 1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
 - 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 - 3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 - 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 - 5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 - 6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. Definitions. For the purpose of this paragraph:
 - 1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://www.asce.org/publications/>.

2. "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://www.asce.org/publications/>.
3. "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
4. "Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
5. "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as [NIST GCR 11-917-12](https://www.nist.gov/publications/). RP 8 can be obtained from <https://www.nist.gov/publications/>.
6. "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
7. "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
8. "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.
9. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
10. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

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

2.05 HISTORIC PREFERENCE (SMALL) (SEP 2015)

The Government will give preference to offers of Space in Historic Properties and/or Historic Districts in accordance with GSAR 552.270-2 HISTORIC PREFERENCE (SEP 2004).

2.06 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>.
- 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>. 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.

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

- A. Environmental Due Diligence
1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.
 2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of

any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

B. National Environmental Policy Act

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.
2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.
3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.
4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).
5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.
6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

2.08 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (SMALL) (OCT 2020)

- A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance.
- B. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA's *Qualification Requirements for Preservation Architects and Other Specialists*. These standards are available at: <https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/proof-of-competency-other-documentation>.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SLAT) (OCT 2020)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below. The Government will evaluate the offers received as outlined below and further described in this section.

Step 1: Offer Submittal

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

Step 2: Due Diligence

The Offeror with the apparent lowest priced offer shall be notified by the LCO and requested to submit the information requested in paragraph 3.04 Step 2: Due Diligence - Additional Submittals (SLAT), in addition to signing the Lease form which will be completed with the details of the Offeror's price submittal. No further discussions will occur between the Government and the apparent lowest priced offeror regarding the Additional Submittals.

Should the Offeror submitting the apparent lowest priced offer fail to complete any of the requirements of the solicitation or, upon further review be found to not meet the requirements of the solicitation during any part of the evaluation process, the LCO will consider other offers received in response to the solicitation.

Building Tour

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

Award

Upon completion of the Government's review of the apparent lowest priced offer's Due Diligence – Additional Submittals and a determination that the offer meets the requirements of the solicitation, the LCO will counter-sign the Lease document and furnish notification of execution to the Offeror. This execution and notification by the LCO shall constitute award of a contract.

3.02 RECEIPT OF LEASE PROPOSALS (SLAT) (OCT 2022)

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

- A. 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.
- B. In order to be considered for award, offers conforming to the requirements of the RLP shall be submitted through LOP/RSAP no later than **October 16, 2023, 5:00 PM Central Daylight Time**.
- C. 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.

3.03 STEP 1: OFFER SUBMITTAL (SLAT) (OCT 2022)

Offeror shall provide the following information:

A. Price Offer

1. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.
2. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:

- a. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
 - b. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs 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.
 - c. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities for ABOA and RSF, respectively. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
 - d. Intentionally Deleted.
 - e. Intentionally Deleted.
 - f. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.
 - g. 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.
 - h. Adjustment for Vacant Leased Premises. NOTE: Refer to the Lease document for additional guidance.
 - i. Intentionally Deleted.
 - j. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
 - k. Compensation (expressed as %) 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 in block 26.b., and if GSA is using a Tenant Representative Broker, compensation (expressed as %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 26.a.
 - l. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.
3. Intentionally Deleted.
 4. Intentionally Deleted.
 5. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.
- B. Initial Documentation.** As part of the Step 1 offer submission process, Offerors must submit the following:
1. Scaled floorplans of the offered Space(s)
 2. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.
 3. Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror is not the owner of the Property.
 4. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.
 5. Additional offeror attachments, such as the Acknowledgements of Multiple Representation (by broker or agent).
 6. Riders, Clarifications to Offer, Exceptions to Offer and other additions, deletions, or changes to the terms of the RLP may not be accepted by the Government and may cause the Offeror to be excluded from further consideration.
 7. If applicable, evidence of seismic safety compliance as required in Section 2 of this RLP.
 8. Due to COVID-19 pandemic conditions, an on-site physical tour of the offered Property may not be practical. At the LCO's discretion, additional Offer submittals may be requested to include pictures, video(s), and/or a building representative conducting a walkthrough with a virtual or online meeting option provided by GSA. In these instances, additional guidance will be more particularly set forth by the LCO.

STEP 1: PRICE SUBMITTAL LIST OF DOCUMENTS
Proposal to Lease Space (GSA Form 1364)
Lessor's Annual Cost Statement (GSA Form 1217)
Scaled Floorplan showing the offered Space
Parking Plan
Authorization to submit offer on behalf of ownership (if Offeror is not the owner)
Fully executed copy of contract to acquire an interest in the Property (if Offeror is not the owner)
Evidence of seismic compliance
Commission Agreement

3.04 STEP 2: DUE DILIGENCE - ADDITIONAL SUBMITTALS (SLAT) (OCT 2022)

- A. If identified as the apparent lowest priced Offeror, the LCO will request the following items which shall be submitted in a timely manner as determined by the LCO:
1. Intentionally Deleted.
 2. 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.
 3. 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.
 4. 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:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.
 5. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the(NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at www.nps.gov/nr.
 6. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to communicate with the owner directly.
 7. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in sub-paragraph a, unless the Building meets either exemption in sub-paragraph b or c below.
 - a.
 - I. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
 - II. 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).
 - III. 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).

- IV. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.
- b. 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 sub-paragraph a above.
- c. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then Offeror is not required to submit to GSA the FPLS Submittal Information in sub-paragraph a above.
8. 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.
9. The architectural plans for modernization, if the offered Building is not a modern office Building.
10. 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.
11. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs a through e noted below:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
12. A statement as to whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
13. Intentionally Deleted.
14. No later than the Lease Award Date, the Offeror must submit to the LCO:
 - a. The Offeror must have an active registration in the System for Award Management (SAM) via the internet at <https://www.sam.gov>. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.
 - b. Energy Star Documentation
 1. Evidence of an Energy Star® label obtained within the 12 months prior to the Lease Award Date,
 2. Offerors falling under a statutory exception must also indicate prior to the Lease Award Date what cost effective energy efficiency and conservation improvements they are proposing to make.
 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®.
15. Intentionally Deleted.
16. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."
17. If applicable, information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS."
18. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment , as applicable.
19. Intentionally Deleted.

STEP 2: DUE DILIGENCE LIST OF DOCUMENTS
Evidence of zoning compliance
Evidence of ownership or control of the building
Required proof of signing authority
Evidence of historic preference eligibility (if applicable)
Agent disclosure representation (if applicable)
FPLS submittals as required above
Legal description of property
Architectural Modernization Plan (if applicable)
Asbestos Management Plan (if applicable)
CAD floor plans
Exclusive vending facilities statement
Building Operating Plan (if applicable)
Energy Star documentation (if applicable)
Environmental submittals (if applicable)
NHPA submittals (if applicable)
Telecommunication/Video-Surveillance representation (as applicable)

3.05 BUILDING TOUR (SLAT) (OCT 2020)

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

3.06 ~~TENANT IMPROVEMENTS INCLUDED IN OFFER (SLAT) (OCT 2020)~~ INTENTIONALLY DELETED

3.07 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.

3.08 ~~UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)~~ INTENTIONALLY DELETED

3.09 ~~SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)~~ INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (SLAT) (OCT 2020)

- 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 during Step 1: Offer Submittal if it is determined by the LCO to be necessary. Discussions with offerors, if they occur, will only take place during Step 1: Offer Submittal. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received. Once an apparent lowest priced offeror is identified during Step 1: Offer Submittal, the LCO will move on to Step 2: Due Diligence – Additional Submittals for only the apparent lowest priced offeror. Should the apparent lowest priced offeror fail to provide any of the Additional Submittals, or if any of the Additional Submittals do not meet the Government's requirements, the LCO will move on to the next identified lowest priced offeror. The LCO will not conduct further discussions with any identified apparent lowest priced offeror during Step 2: Due Diligence – Additional Submittals, concerning the Additional Submittals and will only be reviewing the Additional Submittals to verify that the Additional Submittals meet the Government's requirements.
- B. 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 (SMALL) (SEP 2015)

HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern: Price Preference and Competitive Range Determination" paragraph. 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.

4.03 AWARD BASED ON PRICE (JUN 2012)

- A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.
- B. 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 (OCT 2022)

- 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 SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

- C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
 3. 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. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) 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.
 - d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - e. Intentionally Deleted.
 - f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of 0 hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.
 8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.05 AWARD (SLAT) (OCT 2020)

- 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-04P-LMS02217** and any associated Lease amendments.
 2. GSA Form 3517A, General Clauses.
 3. The pertinent provisions of the offer.
 4. Floor plans of the offered Space.
- B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

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