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| GSA REQUEST FOR LEASE PROPOSALS  NO. 24-REG00 | Offers due by  end of an Open Period  To be considered an offer must be submitted by the end of the Open Period which will typically be the 1st through 7th of each month, as advertised on the System for Award Management (SAM) (<https://sam.gov/>) or the Automated Advanced Acquisition Platform (AAAP) website (HTTPS://LEASING.GSA.GOV), ending at 7:30 PM (ET) on the 7th of the month, unless otherwise stated by the Government and unless the 7th falls on a weekend or Federal Holiday. If the 7th falls on a weekend or Federal Holiday, the Open Period will end at 7:30 PM (ET) on the next business day. Offers must be submitted no later than 7:30 PM (ET) on the Offer Due Date. The Government, at its discretion, may modify the time and frequency of the Open Period. |
| This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.  *The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.* | **AAAP GLOBAL RLP**  **GSA R100\_AAAP (10/23)** |

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| **REQUEST FOR LEASE PROPOSALS NO. 24-REG00** | **GLOBAL RLP GSA TEMPLATE R100\_AAAP**  **(OCTOBER 2023)** | |
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| STATEMENT OF REQUIREMENTS | | |

## GENERAL INFORMATION (AAAP variation (OCT 2023))

1. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.
2. Included in the RLP documents is a lease template (GSA TEMPLATE L100\_AAAP) setting forth the terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364 AAAP) on which Offeror shall submit, through inputs in the AAAP application, 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.
3. Upon selection for award, GSA will transcribe the successful Offeror’s final offered rent and other price data included on the GSA Form 1364 AAAP 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).
4. 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.
5. **Definitions**. For the purpose of this RLP:

1. “Final proposal revisions” shall mean submitted offers in the AAAP Application at the end of the “Open Period,” which is described under the paragraph OFFER PROCEDURES (AAAP VARIATION).

2. “Open Period” shall mean the period of time during which an Offeror may submit an offer within the AAAP application.

F. Offeror may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in the entity name that owns and/or leases the Space to GSA.

## AMOUNT and type of space, lease term (AAAP Variation (OCT 2022))

1. The Offeror should submit the total amount of space available for lease in the Offeror’s building(s) in American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF) within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.
2. 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**.** 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.
3. If the Government requires reserved parking spaces for the exclusive use of the Government, these spaces must be under the control of the Lessor, secured, and lit in accordance with the Security Requirements set forth in the Lease. If parking is available onsite, the Offeror shall not propose and the Government will not consider offsite parking accommodations. Offeror shall include the cost of this parking as part of the rental consideration, priced separately from the shell rent.
4. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s).
5. If the resulting lease is for 100 or more occupants or is 15,000 RSF or above, approximately **250** ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the resulting lease is for less than 100 occupants and is less than 15,000 RSF, the Government may provide vending machines within the Government's leased area. 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.
6. The lease term, at the Government’s election, is for:
   1. 10 years, 5 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 120 days’ prior written notice, or

All the terms and conditions contained herein shall prevail throughout the term of the Lease.

1. UNIQUE AAAP REQUIREMENTS
   1. This RLP reflects an open procurement. Individual space requirements will be filled against offers provided under the AAAP application. The Government reserves the right to make multiple lease awards under this RLP. For additional information, please refer to the AAAP Help resources on the Leasing Portal website.
   2. Offerors must submit an offer for at least one of the three lease terms specified under the RLP and are encouraged to submit offers for all three. The Government shall determine the lowest priced offeror utilizing the appropriate lease term that aligns with the requirements of the tenant agency. Offerors who fail to respond to each of the requested lease terms may be deemed ineligible for individual lease awards (if, for example, the Government runs a procurement through the AAAP application for a 10 year, 8 year firm term requirement and an offeror does not submit an offer for a 10 year, 8 year firm term).
   3. The offered building/location must be pre-existing. Offers for new construction, including offers to construct an annex or addition to an existing building, will not be accepted.
   4. Offered space must be able to meet the delivery schedule outlined under the attached AAAP Post-Award Schedule. In addition, offered space may not be encumbered by existing tenants or leases, unless the Offeror can demonstrate, to the satisfaction of the LCO, that the offered space can be made available within a timeframe so as to meet the AAAP Post-Award Schedule.
   5. This AAAP RLP outlines generic specifications and requirements applicable to all requirements to be procured through its use. In addition to these generic specifications and requirements, each agency identified for procurement through the application contains requirements that will be identified using a project specific advertisement posted on [HTTPS://SAM.GOV](HTTPS://SAM.GOV/). Those unique agency requirements identified in the Contract Opportunities SAM posting are incorporated by reference into this RLP and shall be used in evaluating and determining the eligibility of offers for award. Once an agency specific need has been identified for procurement through the application, the Government will use the application to identify those offers which meet certain minimum agency specific requirements, including delineated area, square footage, lease term, and parking. Offers will also be subject to further due diligence review and screening to confirm whether they meet the requirements of the RLP (e.g., Fire Protection and Life Safety, Financial Capability, etc.) in addition to unique agency requirements stated in the project specific advertisement. An award is contingent upon meeting all of these requirements; offers that do not meet all of these requirements shall be deemed ineligible for award.

## area of consideration (aaap variation (OCT 2021))

The Government is requesting Space in an area bounded as follows:

A. All properties offered to the Government in conjunction with this AAAP RLP must be located within the United States of America, Puerto Rico, the U.S. Virgin Islands, and the Pacific Islands (American Samoa, Guam, and Commonwealth of the Northern Mariana Islands.

B. Offers received will be further screened to identify those properties that are located within the agency’s delineated Area of Consideration as identified in the Contract Opportunities SAM project specific advertisement.

C. Buildings with Property boundary(ies) on the boundary streets are deemed to be within the agency’s delineated Area of Consideration.

## NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (aaap variation (OCT 2021))

A. INSIDE CITY CENTER: Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on‑site shall at least meet current local code requirements, or in the absence of a local code requirement, on‑site parking shall be available at a ratio of one (1) space for every 3,000 RSF of Space. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet of the employee entrance of the offered Building, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet of the employee entrance of the offered Building, as determined by the LCO. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet, as determined by the LCO. Alternatively, two or more public or campus bus lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 1,320 feet, as determined by the LCO. Amenities must be existing or the Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.

B. OUTSIDE CITY CENTER: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on‑site shall at least meet current local code requirements, or, in the absence of a local code requirement, on‑site parking shall be available at a ratio of 3.5 spaces for every 1,000 RSF of Space. Adequate eating facilities shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building, but generally not exceeding 5 drivable miles, as determined by the LCO. Amenities must be existing or Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.

C. As described under the paragraph “Amount and Type of Space, Lease Term (AAAP Variation),” offers received will be further screened to identify those locations that meet project specific requirements for availability of parking, amenities, and public transportation as identified in the Contract Opportunities SAM project specific advertisement.

D. Offerors are advised to refer to the Contract Opportunities SAM project specific advertisement for possible additional requirements for neighborhood, parking, location amenities, and public transportation.

## LIST OF RLP DOCUMENTS (aaap variation (OCT 2023))

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

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| **Document Name** | **No. of Pages** | **Exhibit** |
| Lease No. GS-XXP-LXXXXXXX (TEMPLATE L100\_AAAP) | 48 |  |
| Security Requirements for Level I-IV | 43 |  |
| GSA 3516, Solicitation Provisions (Alternate II) | 6 |  |
| GSA 3517B, General Clauses | 21 |  |
| Proposal to Lease Space (GSA Form 1364 AAAP) | 4 |  |
| GSA Form 1217, Lessor's Annual Cost Statement | 3 |  |
| AAAP Post-Award Schedule | 2 |  |
| 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 |  |
| Seismic Offer Forms | 8 |  |
| GSAR 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space (FSL III or IV only) | 4 |  |
| FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | 4 |  |

## AMENDMENTS TO THE RLP (AAAP VARIATION (JUN 2012))

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

## LEASE DESCRIPTION (AAAP VARIATION (OCT 2023))

1. 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.
2. The Lease contemplated by this RLP includes:
3. The term of the Lease.
4. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
5. Building Shell standards and requirements.
6. A description of all services to be provided by the Lessor.

Note: Information concerning the tenant agency's buildout requirements will be provided after award.

1. 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.

1. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per ANSI/BOMA Occupant Area (ABOA) square feet, limited by the offered rate and the square footage needed for the requirement being procured through the AAAP application. 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.

1. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual square footage and 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 Section 2 of the Lease.
2. 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 3517B, General Clauses, and will be made part of the Lease.

## 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.

## PRICING OF SECURITY REQUIREMENTS (AAAP VARIATION (OCT 2022))

A. The Lease attached to the AAAP RLP package references a range of potential 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. The awarded Lease will include one of these FSL requirements.

B. Since the tenant agency to occupy the offered Space and the FSL may not be determined until after the Offeror submits final proposal revisions, Offerors must include the cost of the security requirements identified in the document, entitled “Security Requirements – Facility Security Level I,” into the building shell. In addition, the security requirements identified in the documents, entitled “Security Requirements – Facility Security Level II,” and “Security Requirements – Facility Security Level III,” and “Security Requirements – Facility Security Level IV,” include a general list of security countermeasures that may be installed in the leased Space as part of the Building Specific Amortized Capital (BSAC). Because each building is unique, the final list of security countermeasures for FSL II, and III, and IV ratings 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.

## SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror’s proposal accordingly.

## AUTHORIZED REPRESENTATIVES (AAAP VARIATION (OCT 2021))

1. Offerors may contact the GSA National AAAP Manager at AAAP.MANAGER@GSA.GOV for questions regarding this RLP. The Government shall have the right to substitute AAAP contacts without notice.
2. Individual lease awards from this RLP shall be made by a regional Lease Contracting Officer (LCO), to be determined on a project-by-project basis. The Government shall have the right to substitute project specific LCOs by notice, without an express delegation by the prior LCO.
3. The Government shall have the authority to amend the RLP.

## north american industry classification system (NAICS) CODE and small business size standard (oCT 2023)

1. The North American Industry Classification System (NAICS) code for this acquisition is 531120 (Exception).
2. The small business size standard for the applicable NAICS code is found <https://www.sba.gov/size-standards/>

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| ELIGIBILITY AND PREFERENCES FOR AWARD |

## Efficiency of Layout (AAAP VARIATION (Oct 2016))

1. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
2. To demonstrate potential for efficient layout, GSA may request the Offeror to provide a test fit layout at the Offeror’s expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage of the requirements package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

C. The requirements above apply to any portion of the offered Space under consideration by the Government for Lease Award.

## 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 flood plain) 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.

## SEISMIC SAFETY – LOW, moderate OR HIGH seismicity (aaap variation (OCT 2023))

1. 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.
2. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
3. Seismic zone requirements:
   1. If the building is located in a low (green) zone, the offeror is exempt from Seismic Standards.
   2. If the building is located in a moderate (yellow) zone - 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),
   3. If the building is located in a high (red) zone - The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building (Seismic Form D).
4. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
5. 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.
6. 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.
7. 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.
8. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
9. The LCO may allow an Offeror to submit a Seismic Certificate prior to award. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
10. **Definitions.** For the purpose of this paragraph:
11. “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/>.
12. “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/>.
13. “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.
14. “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.
15. “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. RP 8 can be obtained from [https://www.nist.gov/publications/.](https://www.nist.gov/publications/standards-seismic-safety-existing-federally-owned-and-leased-buildings-icssc)
16. “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.
17. “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.
18. “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.
19. “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
20. “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

## HISTORIC PREFERENCE (AAAP VARIATION (OCT 2017))

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

Historic Properties within Historic Districts.

Non-historic developed sites and non-historic undeveloped sites within Historic Districts.

Historic Properties outside of Historic Districts.

B. Definitions:

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

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

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

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

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

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

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

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

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

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

E. INTENTIONALLY DELETED

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

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

1. A Historic Property within a Historic District.

2. A non-historic developed or undeveloped site within a Historic District.

3. A Historic Property outside of a Historic District.

## ASBESTOS (oct 2023)

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 materials 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) that includes a list of all ACM and their condition 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.

1. The government reserves the right to review Offeror’s existing records for compliance

## ACCESSIBILITY (AAAP VARIATION (OCT 2016))

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, the Building, offered Space, and areas serving the offered Space must meet the Lease accessibility requirements, or the Offeror must agree to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements prior to acceptance of the Space.

## 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.

## ENERGY INDEPENDENCE AND SECURITY ACT (aaap variation (OCT 2023))

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 Lease Award Date. 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 Lease Award date. For example, an ENERGY STAR® label awarded by EPA on October 1, 2023, is valid for all lease procurements where the Lease Award date is on or before September 30, 2024. Notwithstanding the above, buildings that meet any of the following are considered as equivalent to having an Energy Star label in the most recent year, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government:

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; or

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. Subject to subparagraph D below, 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. See Lease paragraph “Lighting: Interior and Parking – Shell” for required specifications.

3. Building Envelope Modifications.

4. Note**:** Additional information can be found on <HTTPS://WWW.GSA.GOV/REAL-ESTATE/REAL-ESTATE-SERVICES/LEASING/SUSTAINABILITY-POLICIES> under “Sustainability Policies.”

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/](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/](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/](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.

## environmental considerations (AAAP variation (OCT 2016))

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

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

C. If identified as the lowest priced offer, Offeror must indicate any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

## due diligence and national environmental policy act requirements - rlp (oct 2023))

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 E1527-21 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 E1527-21. 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 (EIS). 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.

## NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – rlp (aaap vARIATION (OCT 2023))

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). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (*i.e.*, buildings and historic districts) and below-grade (*i.e.*, archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be minimized or reasonably mitigated, or where the level of NHPA analysis is more extensive than is acceptable to the Government.

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior’s Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA’s Qualification Requirements for Preservation Architects and Other Specialists*. These standards are available at: [https://www.gsa.gov/REAL-ESTATE/HISTORIC-PRESERVATION/](https://www.gsa.gov/REAL-ESTATE/HISTORIC-PRESERVATION/HISTORIC-PRESERVATION-POLICY-TOOLS/PRESERVATION-TOOLS-RESOURCES/PROOF-OF-COMPETENCY-OTHER-DOCUMENTATION). The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties*. Where exterior alterations are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

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| HOW TO OFFER |

## GENERAL INSTRUCTIONS (AAAP VARIATION (OCT 2023))

Offeror shall prepare a complete offer, using the online workflow available at <https://LEASING.GSA.GOV>, which auto-populates forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

## OFFER PROCEDURES (AAAP VARIATION (OCT 2022))

AUTOMATED ADVANCED ACQUISITION PLATFORM:

The Government will advertise agency requirements, including the delineated Area of Consideration, on <https://sam.gov/>**;** offerors may submit offers in advance of any requirements advertised on Contract Opportunities SAM. Offers may only be submitted electronically to GSA using the Automated Advanced Acquisition Platform (AAAP) located on the Leasing Portal (<https://LEASING.GSA.GOV>). The AAAP will enable 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 within a specified timeframe, referred to as the Open Period, in response to an RLP. The Open Period will typically be the 1st through 7th of each month, with the Open Period ending at 7:30 PM (ET) on the 7th, unless otherwise specified by the Government or unless the 7th falls on a weekend or Federal Holiday. If the 7th falls on a weekend or Federal Holiday, the Open Period will end at 7:30 PM (ET) on the next business day. To be considered, offers must be submitted within the Open Period. The Government, at its discretion, may modify the time and frequency of the Open Period. In the event of such a modification, all registered users of the AAAP Application will be notified via e-mail at the e-mail address with which registration was made in the AAAP.

Submitted offers in the AAAP at the end of the Open Period shall be considered “final proposal revisions” by the Government.

There is no paper-based submission process under this RLP and paper submissions will not be considered.

## Pricing terms (AAAP VARIATION (oct 2022))

Offerors must provide all information required by the AAAP Application. The AAAP Application will auto-populate the Lessor's Annual Cost Statement (Form 1217 attachment) and GSA Form 1364 AAAP. Those auto-populated forms are available for review at the end of the Application workflow. In addition, Offerors should review RLP Attachment- AAAP Post-Award Schedule, the AAAP Lease (GSA Form L100\_AAAP), GSA Form 3517B (all available on the AAAP website), and other pertinent provisions of the RLP Package.

1. Offerors must provide complete information on the building and location, ABOA SF available, and date of availability.
2. Offerors are required to provide complete, firm pricing with their offers, including a breakdown of estimated Operating Expenses. Refer to the "Real Estate Tax Adjustment" Paragraph and “Operating Costs” Paragraph in the GENERAL TERMS, CONDITIONS, AND STANDARDS Section 2 of the Lease Contract. Offered space in the state of California shall refer to and incorporate the “Real Estate Tax Adjustment (CALIFORNIA VARIATION (JUL 2014))” Paragraph in the GENERAL TERMS, CONDITIONS, AND STANDARDS Section 2 of the Lease Contract. The following information must be submitted under the AAAP Space and Rates Tab:
3. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance.
4. Shell rent. The shell rental rate shall include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, and profit, for the Building. The shell rental rate shall also include all basic Building systems and common area buildout, including, but not limited to, base Building lobbies, common areas, and core areas, exclusive of the ABOA Space offered as required in this RLP. All improvements in the base Building, lobbies, common areas, core areas and Space, made to come into compliance with the Lease, shall be provided by the Lessor, at the Lessor’s expense.
5. The annual cost per ABOA SF for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor’s Annual Cost Statement, divided by the TOTAL ABOA SF of the building, as entered in the “Building” tab of the AAAP application, to produce the operating cost rate per ABOA SF (computed automatically by the AAAP application).
6. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance (TIA) and the Building Specific Amortized Capital (BSAC) placeholder estimate over the first five (5) years of the Lease.
7. The annual amortized cost of the Tenant Improvement Allowance (TIA). Such amortization shall be expressed as a cost per ABOA SF per year. This shall be all alterations for the Space above the Building shell and BSAC buildout. Offerors should note the paragraph “Tenant Improvements Included in Offer (AAAP Variation)” and how the TIA will be used with respect to price evaluation and the Government’s use of the TIA, depending upon the requirements received.
8. The annual amortized cost of the Building Specific Amortized Capital (BSAC), if any. Such amortization shall be expressed as a cost per ABOA SF per year. The cost of the security requirements identified in the document, entitled “Security Requirements – Facility Security Level I,” shall be included in the Building shell. Refer to RLP clauses “Security Improvements Included in Offer” and “Pricing of Security Requirements” as well as the security requirements attached to the Lease.
9. A fully serviced Lease rate per ABOA SF for that portion of the lease term extending beyond year five (5) of the Lease. 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 first five (5) years of the Lease.
10. An hourly overtime rate for overtime use of heating and cooling.

Note**:** Refer to the Lease document for additional guidance.

1. Lessor’s Fees to complete Tenant Improvements and Building Specific Amortized Capital (BSAC). Provide a listing of proposed (i) Lessor’s Project Management fee and (ii) Lessor’s A/E design costs to prepare construction documents, to complete the Tenant Improvements and BSAC, if applicable.
2. Rent concessions being offered. Number of months of free rent (includes shell, operating, parking, TI and BSAC rent) being offered to the Government in the firm term. Free rent will be evaluated in accordance with the Present Value Price Evaluation paragraph of this RLP and will serve to reduce the net present value of the offer.

## 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.

## PROSPECTUS LEASE (AAAP VARIATION (OCT 2021))

Except as outlined in this paragraph, the Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed the Prospectus threshold set forth in 40 USC § 3307. The current Prospectus threshold is available from the LCO or at the GSA website, <http://www.gsa.gov>, using the keyword “prospectus”. The Government may elect to award Leases through the AAAP application that are subject to an approved Prospectus issued in accordance with 40 USC § 3307. Such projects shall be identified in the project specific advertisement posted on Contract Opportunities SAM. In such a case, the Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed rent rate set forth in the Prospectus.

## ADDITIONAL SUBMITTALS (aaap variation (OCT 2021))

1. As part of the AAAP Application offer submission process, Offerors must upload and attach the following:
2. Floorplans of the offered Space(s).
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. SAM Registration, Fire and Life Safety Reports, and Seismic Safety Compliance attachments.
5. Riders, Clarifications to Offer, Exceptions to Offer and other additions, deletions, or changes to the terms of the RLP will not be accepted by the Government.
6. If identified as the apparent lowest priced offer, the LCO will request the following items which shall be submitted in a timely manner as determined by the LCO:
7. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell, TI, and BSAC improvements. 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.
8. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror’s plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.
9. 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.

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, 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.

1. 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.
2. 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.
3. 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.
4. The Offeror must have an active registration in the System for Award Management (SAM) via the Internet at HTTPS://SAM.GOV 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.
5. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in a, unless the Building meets either exemption in 7.b. or 7.c. below.
   1. FPLS Submittal Information

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 offered Space regarding compliance with all applicable local Fire Protection and Life Safety -related codes and ordinances must be provided.

* 1. 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 “a.” above.
  2. 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 a. above.

1. 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.
2. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.
3. The architectural plans for modernization, if the offered Building is not a modern office Building.
4. 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.
5. Computer generated plans, set to 1/8" = 1'‑0" (preferred) meeting sub-paragraph 13.a. through 13.e. noted below.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. As provided in the “Amount and Type of Space and Lease Term” paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
12. Provide evidence demonstrating amenities do or will exist by the Government’s required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.
13. No later than the Lease Award Date, the Offeror must submit to the LCO:
14. Evidence of an Energy Star® label obtained within the 12 months prior to the Lease Award Date,
15. 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.
16. 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.
17. 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®.
18. If applicable, evidence of seismic safety compliance as required in Section 2 of this RLP.
19. If applicable, information required under paragraph entitled “DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP.”
20. If applicable, information required under paragraph entitled “NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS.”
21. If applicable, GSAR 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space (FSL III or IV only).
22. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.

## TENANT IMPROVEMENTS INCLUDED IN OFFER (aaap variation (OCT 2021))

1. The TI Allowance for the existing leased Space and the TI Allowance for Space at other locations offered will be specified in a Contract Opportunities SAM project specific advertisement. (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.
2. For price evaluation purposes, the Government will use the TI Allowance(s) as stated in the Contract Opportunities SAM project specific advertisement. The Government shall have the right to utilize the full TI Allowance(s) stated in the Contract Opportunities SAM advertisement and it shall be made available at Lease execution.
3. The TI Allowance shall include all the Offeror’s administrative costs, general contractor fees, subcontractor’s profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror’s responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

## SECURITY IMPROVEMENTS INCLUDED IN OFFER (AAAP VARIATION (OCT 2022))

1. BUILDING SPECIFIC AMORTIZED CAPITAL PRICING:

The Building Specific Amortized Capital (BSAC) for the existing leased Space and for Space at other locations offered will be specified in a Contract Opportunities SAM project specific advertisement. The BSAC shall be used for the build-out of security-related improvements in the Building in accordance with the Government-approved design intent drawings. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments. Offerors must include the cost of the security requirements identified in the document, entitled “Security Requirements – Facility Security Level I,” in the building shell.

1. For price evaluation purposes, the Government will use the BSAC amount as stated in the Contract Opportunities SAM project specific advertisement
2. The BSAC shall include all the Offeror’s administrative costs, general contractor fees, subcontractor’s profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the security countermeasures. It is the successful Offeror’s responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. No costs associated with the building shell or TI shall be included in the BSAC pricing.

## OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (AAAP VARIATION (JUN 2013))

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established at the time of offer based upon RSF. 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.

## AAAP building tour (OCT 2017)

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).

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| METHOD OF AWARD |

## ExchANGES (aaap variation (OCT 2017))

1. The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint. See attached GSA Form 3516 for additional guidance.
2. The Offeror shall not enter into exchanges (e.g., clarifications) concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee.

## HUBZONE SMALL BUSINESS CONCERN Price prefrence waiver (aaap variation (OCT 2023))

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the “Award Based On Price (AAAP Variation)” paragraph of the RLP by so indicating on the GSA Form 1364 AAAP, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC.

## AWARD BASED ON PRICE (AAAP VARiaTION (OCT 2023))

1. The Lease will be awarded to the responsible Offeror whose offer (1) conforms to the requirements of this RLP and the Lease documents; (2) meets the requirements of the agency, as identified in the Contract Opportunities SAM project specific advertisement, whose requirement is being procured through this AAAP RLP; and (3) is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation (AAAP VARIATION)" paragraph of this RLP.
2. See FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, as listed under the attached GSA 3517, General Clauses.
3. 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.

## PRESENT VALUE PRICE EVALUATION (aaaP vARIATION (OCT 2022))

A. As annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per ABOA SF and a breakout of the "base" price per 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.

B. Evaluation of offered prices will be based on the annual price per ABOA SF. 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.

1. Free rent will be evaluated in the first year (and consecutive succeeding years, as applicable) in which it is offered. The gross annual price is adjusted to reflect free rent.
2. If annual adjustments in operating expenses will be made, the annual price, 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.
3. To the gross PVC will be added:

a. 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.)

b. 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.

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

d. The fees for architectural and engineering design (A/E) services and the Offeror’s project management fees associated with Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC), if applicable. The Offeror is required as part of their offer to input in the AAAP Application any and all fees to complete the TI and BSAC, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF or a percentage rate, and (2) Lessor’s overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor’s PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.

I. TI rental rate:

(i) The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of $30 per square foot for 10,000 ABOA square feet, which is $300,000, and A/E fees of 5%.

(ii) The underlying costs equals the TIA divided by (1 + A/E fee percentage)

$300,000 / 1.05 = $285,714.29

(iii) A/E fees at 5% of the underlying costs are .05 x $285,714.29 = $14,285.71

(iv) Underlying costs of $285,714.29 plus 5% A/E fees of $14,285.71 = TIA of $300,000

(v) The Lessor’s PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor’s PM fees are offered at 5%, the fees are calculated as $300,000 x .05 = $15,000.

(vi) The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of $14,285.71 plus Lessor’s PM fees of $15,000 (total fees of $29,285.71) ÷ $300,000 TIA =9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

II. BSAC rental rate:

(i) A/E and Lessor PM fees shall be evaluated for BSAC rental using the same methodology. Using the same scenario as stated above for TI rental rate, but with a BSAC amount of $25.00 per square foot ($250,000 total), the calculation would be as follows:

(ii) The underlying costs equals the BSAC divided by (1 + A/E fee percentage) $250,000 / 1.05 = $238,095.24

(iii) IA/E fees at 5% of the underlying costs are .05 x $238,095.24 = $11,904.76

(iv) Underlying costs of $238,095.24 plus 5% A/E fees of $11,904.76 = BSAC of $250,000

(v) The Lessor’s PM fees are presumed to be in addition to the BSAC and calculated as a percentage of the full BSAC. Using the same example, if Lessor’s PM fees are offered at 5%, the fees are calculated as $250,000 x .05 = $12,500.

(vi) The sum of these fees is then computed as a percentage of the total BSAC. Following the example, A/E fees of $11,904.76 plus Lessor’s PM fees of $12,500 (total fees of $24,404.76) ÷ $250,000 BSAC = 9.762%. The amortized rental rate for the BSAC is increased by this percentage for purposes of price evaluation.

5. The sum of sub-paragraphs 3 and 4, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

## AWARD (AAAP VARIATION (OCT 2023))

1. 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:

Lease No. GS-XXP-LXXXXXXX and any associated Lease amendments.

GSA 3517B, General Clauses.

The pertinent provisions of the offer.

Floor plans of the offered Space.

GSAR 552.270-33, Foreign Ownership and Financing Representation for High Security Leased Space (FSL III or IV only).

1. 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.
2. The successful Offeror shall sign the lease and all supporting lease documents requested by the Government and return all documents to the Government within 14 Working Days of the date of the Government’s letter transmitting copies of the Lease to the Lessor for signature. Should the Offeror fail to sign and return such documents in the prescribed time, the Government reserves the right to proceed to award to the next lowest Offeror.

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| ADDITIONAL TERMS AND CONDITIONS |