USDA REQUEST FOR LEASE PROPOSALS NO. 57-37159-22-FA Rowan County Salisbury, NC

Offers due by 08/02/2022

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 17:00 EST on the date above. See “Receipt Of Lease Proposals” herein for additional information.

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

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

GLOBAL RLP
GSA TEMPLATE R100 (10/21)
FPAC Edits 4.1.2022

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SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (OCT 2020)

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

B. Included in the RLP documents is a lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease template. Upon selection for award, USDA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)

A. The Government is seeking a minimum of **3,647** to a maximum of **3,829** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF), yielding no more than **4,376** Rentable Square Feet (RSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO**.** If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

C. The Government requires **0** structured/inside parking spaces and **0** surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration. The Government also requires that **26** additional non-reserved spaces, either at the leased Premises or no more than one-quarter (1/4) mile from the leased Premises. Offeror shall include the cost of this parking as part of the rental consideration.

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be **20** 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.

G. The Lease Term Commencement Date will be on or about **31DEC2022,** or upon acceptance of the Space, whichever is later.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North: 70 and Statesville Blvd to Bringle Ferry
South: I-85 exchange at Bringle Ferry to Hwy 52
East: Airport Rd to Hwy 52 interchange
West: Majolica Rd to Airport Rd @ Hwy 150

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

1.04 UNIQUE REQUIREMENTS (OCT 2021)

The offered Building and/or Property must have the following features as a minimum requirement:

A. Secured wareyard for 10 government vehicles.

B. 240 sqft of exterior storage

C. Refer to Exhibit B Agency Specific Agreements

1.05 INTENTIONALLY DELETED

1.06 LIST OF RLP DOCUMENTS (OCT 2021)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. **57-37159-22-FA** (Template L100)	41	A
Agency's Requirements	11	B
USDA Office of the Chief Information Officer Technical Requirements	6	G
USDA Signage Requirements	11	F
Security Requirements for Level **I**	5	D
GSA Form 3516, Solicitation Provisions	6	M
GSA Form 3517B, General Clauses	17	C
Proposal to Lease Space (GSA Form 1364)	3	I
GSA Form 1217, Lessor's Annual Cost Statement	3	K
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)	3	E
Tenant Improvement Cost Summary (TICS) and Shell vs. TI Worksheet	4	J
Seismic Offer Forms	8	L
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)	4	H
DOL Wage Determinations	4	N

B. INTENTIONALLY DELETED

1.07 AMENDMENTS TO THE RLP (JUN 2012)

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

1.08 LEASE DESCRIPTION (OCT 2021)

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

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.

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

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

D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades**.** 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. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor shall design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

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 alterations, the Government shall withhold TI rent pursuant to Section 1 of the Lease until such time as the TI 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 3517B, and will be made part of the Lease.

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

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

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

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 list of security countermeasures that must be installed in the leased Space.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.11 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.

1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the

Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers, and/or reviewing similar existing Offeror records.

2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.

3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.

4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

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

1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)

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

Lease LCO:

Christopher Smaw
(281) 671-1467
Christopher.Smaw@usda.gov

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

Alternate Government Contact – Realty Specialist:

David McPadden
(919) 873-2196
David.McPadden@usda.gov

1.14 INTENTIONALLY DELETED

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

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

B. The small business size standard for the applicable NAICS code is found HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See WWW.SAM.GOV 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 (AUG 2011)

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

B. To demonstrate potential for efficient layout, USDA 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 in this RLP offer 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.

2.02 FLOOD PLAINS (OCT 2021)

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

In addition, a Lease will not be awarded for any offered Property adjacent to 100-year 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 2021)

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 award factors specified in this RLP.

B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:

1. The offer includes a representation that the 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:

- "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/.

- “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/.

- “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.

- Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.

- “RP 8” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*,” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 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/STANDARDS-SEISMIC-SAFETY-EXISTING-FEDERALLY-OWNED-AND-LEASED-BUILDINGS-ICSSC.

- “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.

- “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.

- “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.

- “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

- “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2.04 INTENTIONALLY DELETED

2.05 INTENTIONALLY DELETED

2.06 ASBESTOS (OCT 2021)

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

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

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

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

2.07 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or

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

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

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

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

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2021)

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

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, USDA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at 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. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

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

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

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

2.11 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.

2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (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). 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 reasonably mitigated.

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA'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. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within USDA, 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.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

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

3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)

A. Traditional method – Paper, E-mail:

1. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the USDA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon USDA's request, its original signed proposal.

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

No later than 17:00 EST on the date specified below at the following email addresses:

Date: 26JUN2022

Lease Contracting Officer:	Christopher Smaw
Email Address:	CHRISTOPHER.SMAW@USDA.GOV
Realty Specialist:	David McPadden
Email Address:	David.Mcpadden@usda.gov

3. INTENTIONALLY DELETED

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

5. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

3.03 PRICING TERMS (OCT 2021)

Offeror shall provide the following pricing information with its offer:

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

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

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

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

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

4. The annual rent to amortize the Tenant Improvements over the Firm Term of the Lease. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.

5. INTENTIONALLY DELETED

6. 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 as they will have been fully amortized over the Firm Term.

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

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

9. INTENTIONALLY DELETED

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

11. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Tenant Improvement Cost Summary (TICS) and initialed Shell vs. TI Worksheet with backup General Contractor bids to support costs

E. INTENTIONALLY DELETED

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

3.05 INTENTIONALLY DELETED

3.06 ADDITIONAL SUBMITTALS (OCT 2021)

Offeror shall also submit with its offer the following:

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

B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell and TI 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.

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

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

E. 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.

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

1. Corporation – Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.
2. Partnership -- Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.
3. Limited Liability Company – Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.
4. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.

G. 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.

H. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at HTTP://WWW.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.

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

1. FPLS Submittal Information
    a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
    b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
    c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
    d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:
        i. A report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances or,
        ii. For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.

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

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

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

L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

M. The architectural plans for modernization, if the offered Building is not a modern office Building.

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

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

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

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

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

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

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

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

Q. 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.

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

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,

2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.

3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

S. INTENTIONALLY DELETED

T. INTENTIONALLY DELETED

U. Evidence of seismic safety compliance as required in Section 2 of this RLP.

DELETED

V. If applicable, information required under paragraph entitled “DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP.”

W. If applicable, information required under paragraph entitled “NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP.”

X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled “Additional Remarks or Conditions with Respect to this Offer.” USDA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, USDA at its sole discretion will make the decision whether to accept the deviation.

Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government’s requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property’s hydrology.

Z. INTENTIONALLY DELETED

AA. INTENTIONALLY DELETED

AB. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.

AC. A construction schedule giving the dates on which the various phases of permitting, design and construction (including principal categories of work) will be completed to coincide with the Government's required occupancy date and the milestones as outlined under the Lease.
AD. 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 USDA. In these instances, additional guidance will be more particularly set forth by the LCO.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)

A. TENANT IMPROVEMENT TURNKEY PRICING
An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the “shell” condition to a finished, usable condition.) 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 and its attachments.

B. The Tenant Improvements 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.

3.08 INTENTIONALLY DELETED

3.09 INTENTIONALLY DELETED

3.10 INTENTIONALLY DELETED

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document.

3.12 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the USDA LCO or designated representative. When negotiations are conducted, USDA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. 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.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the “Award Based On Price” paragraph or the “Other Award Factors” paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. 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.

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

4.03 AWARD BASED ON PRICE (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 INTENTIONALLY DELETED

4.05 INTENTIONALLY DELETED

4.06 INTENTIONALLY DELETED

4.07 INTENTIONALLY DELETED

4.08 INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2016)

A. INTENTIONALLY DELETED
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. INTENTIONALLY DELETED

4. INTENTIONALLY DELETED
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. INTENTIONALLY DELETED
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.

4.10 AWARD (OCT 2021)

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

1) Lease No. **57-37159-22-FA** and any associated Lease amendments.

2) GSA Form 3517B, General Clauses.

3) The pertinent provisions of the offer.

4) Floor plans of the offered Space.

5) INTENTIONALLY DELETED

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and

mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY RATE (OCT 2016)
1.06 LIST OF RLP DOCUMENTS (OCT 2021)
3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)
3.03 PRICING TERMS (OCT 2021)
3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUNE 2012)