

GSA FORM 1364 – PROPOSAL TO LEASE SPACE INSTRUCTIONS

NOTE: THE 1364 IS AVAILABLE AS A TABLE IN WORD (.DOC) FORMAT. OFFERORS ARE NOT LIMITED BY THE CELL SIZE AS THE DOCUMENT WILL EXPAND TO ACCOMMODATE ADDITIONAL INFORMATION AS NEEDED. IT IS EXPECTED THAT A COMPLETE OFFER MAY RESULT IN A 1364 THAT EXCEEDS THE 2 PAGE FORMAT PROVIDED.

I. SECTION I – DESCRIPTION OF PREMISES

Block 1a

Building Name

If applicable, the Offeror should provide the building name of the proposed facility/building, to house the Government's space requirement.

Block 1b

Building Address

The Offeror must provide the building street address of the proposed facility/building, to house the Government's space requirement. If an unimproved site is being offered, attach a site plan as detailed in the SFO.

Block 1c

Building City

The Offeror must provide the name of the City the proposed facility/building is located.

Block 1d

Building State

The Offeror must provide the name of the State or U.S. Territory the proposed facility/building is located.

Block 1e

Building 9-Digit Zip Code

The Offeror must provide the 9-Digit United States Postal Service Zip Code for the address of the proposed facility/building.

The 9-Digit Zip Code can be found on the United States Postal Service Web Site either on <http://zip4.usps.com/zip4/welcome.htm> or <http://www.usps.com/>

Block 1f

Building's Congressional District

The Offeror must provide the Congressional District where the proposed facility/building is located.

The Congressional District can be found on the United States House of Representatives Web Site <http://www.house.gov/>

Block 2a

Specific Floors Offered

The Offeror must specifically identify the floor(s) offered in his/her building.

Block 2b

Total Number of Floors in Building

The Offeror must provide the total number of floors in the building.

Block 3a

General Purpose (Office)

If the building/facility offered is, or will be constructed as, a general-purpose office and/or retail facility, the Offeror must provide the total rentable square feet of space in the building being offered to house the Government's space requirement. Rentable space is the area for which a tenant is charged rent. The rentable square feet are determined by the building owner and agreed to by the Contracting Officer. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

Block 3b

General Purpose (Warehouse)

If the building/facility offered was, or will be, constructed as a warehouse, the Offeror must provide the total rentable square feet of space in the building being offered to house the Government's space requirement.

Block 3c

Other

If other space is being offered as part of the proposal, i.e. storage space within an office and/or retail facility, the Offeror should differentiate and provide the total rentable square feet in the building being offered to the Government under Block 3c. Please note that storage space within an office and/or retail facility is not warehouse space.

Block 4

Live Floor Load

The proposal must include the live load capacity of the space offered to the Government. See the SFO for floor load requirements. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required. Please note that warehouse requirements normally require additional floor load capacity.

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Block 5

Measurement Method

The Offeror must identify their method of measurement for the Office Area. Refer to the SFO for a definition of ANSI/BOMA Office Area. If another method of measurement is used, provide the methodology in an attachment to the offer.

Block 6

Year of Last Major Renovation

The Offeror should provide the date of the last major building renovation, if applicable. A major renovation would include at a minimum an upgrade of various building systems, e.g., plumbing, HVAC, etc. Renovations to finishes in common areas are not considered major renovations for purposes of this block.

Block 7

Building Age

The Offeror must identify the facility/buildings age or the year the building was constructed.

Block 8

Site Size

If the Offeror proposes to meet the requirements of this SFO through new construction, provide the site size in square feet and acres.

II. SECTION II – SPACE OFFERED AND RATES

Block 9

ANSI/BOMA Office Area Square Feet (ABOA)

The Offeror must provide the total ANSI/BOMA Office Area square feet of space being offered to house the Government's space requirement. The Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

Block 10

Rentable Square Feet (RSF)

The Offeror must provide the total rentable square feet of space being offered to house the Government's space requirement. See Block 3A above for more information about rentable square feet.

Block 11

Common Area Factor - (CAF)

The Offeror must provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the Offeror to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space). The equation is rentable square feet divided by ANSI/BOMA Office Area square feet.

If the space offered is on multiple floors and does not have a single common area factor because of changes in floor design due to building architecture/building systems or due to full floor and partial floor occupancy under the same lease proposal, the Government requests the common area factors itemized by location and by floor. If the offer is the successful offer, the Government, on a case-by-case basis, may request to have one common area factor, which would be the blended/averaged common area factor. This blended/averaged common area factor may be placed on contract documents, for internal Government purposes.

If the product of rentable square feet divided by ANSI/BOMA Office Area square feet does not round evenly, the Government requests that the result be provided up to 9 decimal places.

For Blocks 12-18, the offered annual rental rate is segmented into various cost components. "Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building-Specific Security is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the Building-Specific Security as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or Building-Specific Security improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary, or s/he may copy the lines 12-18 and insert them above Box 20 or in Box 29.

Column a

Build-out Costs per Category

For each indicated row, state the build-out costs as indicated for each item.

Column b

Amortization Term

If the Offeror includes any build-out costs as part of the proposal, the Offeror must provide his/her amortization term in months. Unless inappropriate or negotiated in a different way by the Contracting Officer, the term most likely will be the firm term as defined by the Solicitation for Offers and its attachments.

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Column c Amortization %

If the Offeror includes tenant improvements and/or building-specific security costs as part of the proposal, the Offeror must provide his/her annual amortization interest rate used to finance these build-out costs. The amortization interest rate should be based upon existing market conditions using the United States prime rate, the London interbank offered rate (known as the LIBOR), and/or yields on United States Treasury securities for the term of the amortization period.

Columns d and e Amortized Cost per RSF and ABOA

If the Offeror includes tenant improvements and/or building-specific security costs as part of the proposal, the Offeror is requested to calculate the annual amortization for each space measurement method.

The Offeror must calculate a standard, level amortization on a monthly basis in arrears using Block 12a as the principal amount, Block 12b as the amortization term, and Block 12c as the amortization interest rate. Multiply by 12 for the annual rate per square foot. No costs associated with the building shell shall be included in the amortization of the tenant improvement costs. If the term of the lease or if the term of the amortization period in the last year does not evenly equate to a full year, the Offeror should make note and itemize the last year amortization figure separately. Use the same method to calculate Building-Specific Security rates.

Column f No. Years Rate is Effective

If the proposal is for other than levelized rent, state the number of years the rates are effective. Copy and paste this table as needed as part of the offer.

Block 12 (a-f) Tenant Improvements

If the government requires a tenant improvement allowance as part of the solicitation for offers, the Offeror must provide the total tenant improvement allowance as part of the rental consideration. The tenant improvement allowance shall be used for building out the government-demised area in accordance with the government-approved design intent drawings. The successful Offeror, as part of the rental consideration, shall perform all tenant improvements required by the government for occupancy, and all improvements shall meet the quality standards and requirements of the solicitation for offers, its attachments, and GSA Form 3517, General Clauses.

The tenant improvement allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. No costs associated with the building shell shall be included in the tenant improvement pricing.

The tenant improvement allowance dollars are defined and specified in the Solicitation for Offers or the government's lease requirements. The tenant improvement allowance is based upon and calculated by using the ANSI/BOMA Office Area square footage.

State the total build-out costs and amortized costs of any tenant improvements identified in the SFO. The Solicitation for Offers will indicate if the offer should include a stated dollar per square foot for a Tenant Improvement Allowance or a turnkey price based on the Offeror's assessment of the construction costs for the Tenant Improvements. Include any building specific security items identified as Tenant Improvements on the Security Unit Price List, if any. The Offeror must complete Blocks 12 a thru f. If the Tenant Improvements are amortized over a period less or more than the full lease term, state the number of years it is effective in Block f. Block 12d requires the Annual Amortization of the Tenant Improvements to be divided by the rentable square footage in Block 10. Block 12e requires the Annual Amortization of the Tenant Improvements to be divided by the ABOA square footage in Block 9. Repeat if needed to include the entire lease term. The rate may be levelized or stepped, but the Offeror must identify if the rate is levelized or must itemize the step rent changes. The Offeror is encourage to minimize any rounding errors. The Offeror is reminded that tenant improvements shall provide for all alterations for the government-demised area above the building shell build-out. It is anticipated that the tenant build-out will be fully amortized at the end of the firm term. Any desired rent increases or decreases should be reflected in the shell rate and fully explained as part of this written proposal. If tenant improvements are to be amortized beyond the firm term, said calculations will be itemized as part of this written proposal.

Block 13 (a-f) Building Specific Security

State the total build-out costs and amortized costs of SFO security requirements and Security Unit Price List, if any, identify building specific security items to be priced separately from tenant improvements. The Offeror must complete Blocks 12 a thru f. If the Security Costs are amortized over a period less or more than the full lease term, state the number of years it is effective in Block f. The Offeror is encourage to minimize any rounding errors.

Block 14 (a) Shell Build-Out

State the total build-out costs required to provide the shell space and other improvements as defined in the SFO.

Block 15 Total Build-Out Costs

The Offeror must not include build-out costs affiliated with shell in the tenant improvement allowance costs. The purpose for this block is to quantify the total tenant area build-out costs, in the Government-demised area, to ensure any shell build-out costs are subtracted out in Blocks 12a and 13a. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Offeror, at the Offeror's expense. This block is as required by the GSA contracting officer. This line should equal the sum of Blocks 12a, 13a and 14a.

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Block 16

Shell Rent (Including current real estate taxes. Refer to Line 28 on GSA Form 1217)

The proposal must include a lease rate per rentable square foot for the building shell rental. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Offeror, at the Offeror's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, capital expenditures, etc., for the building. The building shell rental rate shall also include all basic building systems and common area build-out, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in the Solicitation for Offers. Block 16d requires the Annual Amortization of the Shell Rent to be divided by the rentable square footage in Block 10. Block 12e requires the Annual Amortization of the Shell Rent to be divided by the ABOA square footage in Block 9. State the number of years the shell rate is effective in Block 16f.

Block 17d, 17e and 17f

Operating Costs (Refer to Line 27 on GSA Form 1217)

The Offeror must provide any and all services, utility expenses, excluding ownership and managerial costs, on a first lease year rentable square foot basis. This amount is identified on Line 27 on the GSA Form 1217. Block 17d requires the Annual Amortization of the Tenant Improvements to be divided by the rentable square footage in Block 10. Block 17e requires the Annual Amortization of the Tenant Improvements to be divided by the ABOA square footage in Block 9. Though the heading in columns d and e indicate amortized costs, there is no amortization rate associated with the operating costs. If an offeror proposes set changes in rent for operating costs rather than using the operating cost adjustment paragraph in the SFO, indicate changes in operating costs and the number of years each rate is in effect.

Block 18

Total Annual Rate

The offeror must calculate the Total Annual Rate for rent by adding Blocks 12d through 17d and by adding blocks 12e through 17e. State the number of years the rate is effective in 18f.

Block 19d

Total Annual Rent

The Offeror must calculate the total annual rent per rentable square foot by multiplying Block 18d by Block 10. Calculate the total annual rent per ABOA square foot by multiplying 18e by Block 9.

Total Annual Step Rents

If there are stepped rents, indicate the rates per rentable and ABOA square feet and the years effective. For example, for a 10 year lease, the rent may be \$20.00 rsf and \$21.00 ABOA for years 1-3, etc.

Block 20a

Parking for building/facility

The Offeror shall provide the number of parking spaces for the entire building/facility, which are under the control of the Offeror. If the offered building shares parking with neighboring buildings the Offeror is requested to give the total number of surface and/or structured parking available along with the total number of parking spaces surface and/or structured allocated to the offered building.

Block 20b

Parking required by local code

The Offeror shall provide the number of parking spaces for the entire building/facility that are required by local code to be provided for all occupants of the facility.

Block 20c

Parking required for Employee/Visitor Use

The Offeror shall state the number of parking spaces for Employee/Visitor that are available at the building/facility to meet any SFO requirements. The Offeror shall provide the number of parking spaces, surface and/or structured, available for Government employee and/or visitor use. Government employees and visitors are typically responsible for coordinating and funding their own parking arrangements; however, the Government requests the number of available parking spaces for Government employees and/or visitors, the annual cost, and the number required by local code, to ensure appropriate accommodation has been made as part of the lease proposal.

Block 20d

Parking required for Official Government Vehicles

The Offeror shall state the number of parking spaces for Official Government Vehicles that are available at the building/facility to meet any SFO requirements. If the Solicitation for Offers and its attachments requires parking for official government vehicles, the Offeror must provide as part of the proposal the number of parking spaces provided for official government vehicles along with the annual cost per space. The Offeror must specify whether the annual cost remains level over the entire term or itemize any steps in the annual cost over the term of the proposal.

Block 20e

Parking Costs

The Offeror shall state whether the offered rental rate(s) above include parking costs. If not, provide the annual cost per space for structured and surface parking spaces.

III. SECTION III – LEASE TERMS AND CONDITIONS

Block 21a

Number of Years for Initial Term

The Offeror is requested to confirm that the total initial term of the proposal is consistent with the Solicitation for Offers and its attachments.

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Block 21b Years Firm

The Offeror is requested to confirm that the firm term portion of the total initial term of the proposal is consistent with the Solicitation for Offers and its attachments. Block 21a may be the same as Block 21b, as defined by the Solicitation for Offers and its attachments.

Block 21c Days Notice to Terminate

If the Solicitation for Offers requires, or if the Offeror provides termination rights during the term of the proposed lease, the Offeror must provide the number of days notice required for the Government to terminate the proposed lease.

Block 22a Renewal Option Shell Rate

If the Solicitation for Offers requires a renewal option, the renewal options will be evaluated in accordance with the Solicitation for Offers. Block 22a requests the shell rate per rentable square foot proposed by the Offeror.

The Offeror is reminded that the Government anticipates that the tenant build-out will be fully amortized at the end of the firm term. Any desired rent increases or decreases should be reflected in the shell rate and fully explained as part of this written proposal.

If the Offeror submits an unsolicited renewal option, the Offeror understands that even if his/her offer is the successful offer the Contracting Officer, may choose not to incorporate the renewal option into the lease language.

Please note procurement and appropriation regulations may prevent GSA from incorporating a renewal option into the lease agreement and may prevent GSA from ultimately exercising a renewal option written into the lease agreement.

Block 22b Renewal Option--Years Each

The Offeror is requested to confirm that the renewal term of the proposal is consistent with the Solicitation for Offers and its attachments. If the Solicitation for Offers requested more than one renewal term, the Offeror is requested to confirm that the renewal terms of the proposal are consistent with the Government's requirement.

Block 22c Number of Renewal Options

The Offeror is requested to confirm that the number of renewal option periods reflected in this proposal is consistent with the Solicitation for Offers and its attachments.

Block 22d Days Notice to Exercise Renewal Options

If the Solicitation for Offers requires a renewal option, the number of days notice required to exercise the renewal option is requested. The Solicitation for Offers may specify a number of days notice as determined by the Contracting Officer. Otherwise, the number of days notice should be reasonable and in accordance with market conditions.

Block 23 Offer Good Until Award

Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the appropriate Government office designated by the time specified in the Solicitation Provisions. Regulations regarding the submittal of proposals are summarized in Federal Acquisition Regulations 15.208. The Federal Acquisition Regulations can be found on the Federal Acquisition Institutes web site located at <http://www.arnet.gov/far/>

Block 24 Alterations in accordance with SFO

Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Solicitation for Offers and any additional attachments. The Contracting Officer, or his/her designee, may require written verification that the proposal will comply with the Government's proposed construction schedule and required occupancy date. Proposals unable to meet the terms of the Solicitation for Offers may be considered, by the Contracting Officer, non-responsive to the Government's requirement.

Block 25a Tenant Representative Commission

If GSA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the total percentage of commission allocated in the proforma, for this proposal, to the tenant representative/tenant broker. This information is necessary to measure the national broker contract program results.

The General Services Administration (GSA) may designate an authorized Realty Company as the Government's representative. While a GSA Contracting Officer must execute the lease agreement, the authorized Realty Company will be entitled to the tenant representative/tenant broker commission, which is a common commercial real estate business practice. Such commission shall be payable to the authorized Realty Company in the form of a check due in accordance with local laws and customs but no later than the lease commencement date.

Under the terms of the contract between GSA and the authorized Realty Company, the authorized Realty Company will forego a certain percentage previously agreed to by the authorized Realty Company. The Offeror will apply the percentage foregone by the authorized Realty Company as a credit to the Shell Rent of the lease (herein, commission credit). Said credit will ultimately be reflected in a reduction to the shell rent on the Standard Form 2, entitled "U.S Government Lease for Real Property."

The Solicitation for Offers will state the percentage forgone by the authorized Realty Company.

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For purposes of the price evaluation, any commission credits shall be treated as a lump sum credit and will be evaluated in accordance with the procedures established in the "Price Evaluation" paragraph in the SUMMARY section of the Solicitation for Offers. The commissions paid to the GSA authorized Realty Company, as direct payment, will not be applied to the present value analysis.

A proforma is defined as the ownerships' projected financial analysis on their income and expenses in determining their proposal to the Government.

Block 25b

Owner's Representative Commission

If GSA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the total percentage of commission allocated in the proforma, for this proposal, to the owner's representative/owner's broker. This block is to gather information and measure the national broker contract program results.

Block 25c

Schedule of Commission Payments

If GSA uses an authorized Realty Company as its official tenant representative, the Offeror must provide the schedule of commission payments as allocated in the proforma, for this proposal. Under the terms of the contract between GSA and the authorized Realty Company, the authorized Realty Company will forego a certain percentage referenced above as the commission credit as part of the Realty Companies contract with GSA. The remaining commission shall be payable to the authorized Realty Company in the form of a check due in accordance with local laws and customs but no later than the lease commencement date. This block is to gather information on the timing of commission payments to measure the national broker contract program results.

Block 26

Offeror's Tenant Improvement Fee Schedule

So that the Government may assess, prior to award, the impact of the Offeror's fees on the actual dollar amount of the tenant improvement allowance available for construction, the Offeror must state the fee components to be absorbed by the allowance. Refer to Block 12 above and the SFO. The fees are part of the Present Value evaluation used by the Government in making the award decision. In some procurements, the Contracting Officer may have deleted this provision from the 1364.

Block 27

Additional Financial Aspects of the Offer

Various paragraphs of the SFO discuss the items listed below. So that the offer fully addresses these issues, provide the following information:

- the proposed rental adjustment for vacant premises;
- the overtime HVAC rate;
- rate for areas requiring 24 hour HVAC (per SFO requirements such as LAN rooms, etc.)--these costs will be paid separately by the occupant agency;
- the offered building's normal hours of HVAC operation, including any weekend hours;
- percent of occupancy by the Government
- real property tax information;
- legal description of property proposed; and
- Total land costs, if a site is offered for new construction.

Block 28

List of Attachments Submitted with this Offer

The Offeror may itemize attachments submitted as part of his/her proposal as required by the Solicitation for Offers and as necessary to thoroughly and properly explain his/her offer.

Block 29

Additional Remarks or Conditions

The Offeror must provide any additional information that impacts the offer. Provide additional pages as necessary.

SECTION IV – OWNER IDENTIFICATION AND CERTIFICATION

Block 30

Name and Address of Recorded Owner

The Offeror must provide the name and full address of the recorded owner of the property proposed in response to the Government's requirement.

Block 31

Agreement to Lease to the United States

By submitting this offer, the Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation for Offers, with attachments.

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Block 32

Offeror's Interest in the Property

The Offeror must identify their interest in the property, whether they have an ownership interest, they are an agent, or some other relationship to the property being proposed in response to the Government's requirement. If the Offeror is an agent, provide a copy of the agency agreement indicating control of the property.

Block 33

Offeror Information

The proposal must include the Offeror's name, title, address, email address, phone, signature and date of signature.

The Contracting Officer may request an authority to represent letter from the ownership identifying the Offeror as his/her official representative. Refer to the Parties to Execute Lease clause in the Solicitation Provisions (GSA Form 3516) for additional information that will be required prior to any lease execution.