

GSA FORM 1364A – PROPOSAL TO LEASE SPACE GUIDANCE

Any and all references to ANSI/BOMA square feet on GSA forms should be read as NUSF for the purpose of this solicitation.

I. SECTION I -DESCRIPTION OF PREMISES

Block 1a

Building Name

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

Block 1b

Building Address

The Offeror must provide the building address of the proposed facility/building, to house the Government's space requirement.

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

Total Rentable Square Feet

If the building/facility offered is a general-purpose office and/or retail facility, the Offeror must provide the total rentable square feet of space 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

Total Rentable Square Feet

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

Block 3c

Total Rentable Square Feet

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 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. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. 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 require additional floor load capacity.

Block 5**Measurement Method**

The Offeror must identify their method of measurement for the Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." 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 6**Year of Last Major Renovation**

The Offeror should provide the date of the last building renovation, if applicable.

Block 7**Building Age**

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

II. SECTION II-SPACE OFFERED AND RATES**Block 8a(1)****ANSI/BOMA Office Area**

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 8a(2)**Rentable Square Feet**

The Offeror must provide the total rentable square feet of space being offered to house the Government's space requirement. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. 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, custodial 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 8a(3)**Common Area Factor -(Rentable / (ANSI/BOMA Office Area) Factor)**

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.

Block 8a(4)**Annual Rate per Rentable Square Foot**

The Offeror must provide annual rate per rentable square foot, including any and all services, utilities and ownership costs identified on the GSA Form 1217, plus all requirements specified in the Solicitation for Offers and its attachments including any tenant improvement allowance(s).

The rate may be leveled or stepped, but the Offeror must identify if the rate is leveled or must itemize the step increases.

Block 8a(5)**Total Annual Rental**

The Offeror must calculate the total annual rent based upon multiplying Block 8a(2) by 8a(4). When multiplying Block 8a(4) by Block 8a(2), it may not equal the proposed total annual rent in 8(a)5. The Offeror is encouraged to minimize the rounding error.

Block 8b(4)**Operating Cost per Rentable Square Foot**

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 8b(5)**Annual Base Operating Cost**

The Offeror must provide any and all services, utility expenses, excluding ownership and managerial costs, on a first lease year total annual cost basis. This amount is identified on Line 27 on the GSA Form 1217.

Block 8d(4)**Amortization of TIA per Rentable Square Foot**

If the Solicitation for Offers requires a Tenant Improvement Allowance, the Offeror must complete Block 9(c), Block 9(d), Block 9(e), Block 9(f), and Block 10. Block 8d(4) requires the Annual Amortization of the Tenant Improvements to be divided by the rentable square footage in Block 8a(2).

Block 8d(5)**Amortization of TIA per Annum**

If the Solicitation for Offers requires a Tenant Improvement Allowance, the Offeror must complete Block 9(c), Block 9(d), Block 9(e), Block 9(f), and Block 10. Block 8d(5) requires the Annual Amortization of the Tenant Improvements same as Block 10.

Block 8e(4)**Shell Rate per Rentable Square Foot**

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. The calculation for Block 8e(4) should equate to Block 8a(4) minus the sum of [8b(4) and 8d(4)].

Block 8e(5)**Shell Rent per Annum**

The proposal must include 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 rent 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. The calculation for Block 8e(5) should equate to Block 8a(5) minus the sum of [8b(5) and 8d(5)].

Block 9a**Total Buildout 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 Block 9b. 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.

Block 9b**Shell Buildout Costs**

The Offeror must not include build-out costs affiliated with shell in the tenant improvement allowance costs. Building shell requirements are defined in the solicitation for offers. The Offeror, at the Offeror's expense, must provide any and all costs required to satisfy the government's space requirement that is affiliated with the building shell. The building shell costs are deducted from the total tenant build out costs prior to determining the government's tenant improvement costs in Block 9c. This block is as required by the GSA contracting officer.

Block 9c**TIA provided per SFO**

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.

Block 9d**Amortization Rate**

If the Offeror includes a tenant improvement allowance as part of the proposal, the Offeror must provide his/her annual amortization interest rate used to finance the tenant improvement allowance. 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.

Block 9e**Amortization Term**

If the Offeror includes a tenant improvement allowance 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.

Block 9f**Amortization of TIA, Monthly**

If the Offeror includes a tenant improvement allowance as part of the proposal, the Offeror must calculate a standard, level amortization on a monthly basis in arrears using Block 9c as the principal amount, Block 9d as the amortization interest rate, and Block 9e as the amortization term. No costs associated with the building shell shall be included in the amortization.

Block 10**Amortization of TIA, Annually**

If the Offeror includes a tenant improvement allowance as part of the proposal, the Offeror is requested to multiply Block 9f by 12 to calculate the annual amortization. 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.

Block 11**TIA perSFO**

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 12a**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.

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 12b

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 12c

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 13a

Total Available Parking

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 13b

Parking required by SFO

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 13c

Parking Available for General Use

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.

III. SECTION III -LEASE TERMS AND CONDITIONS

Block 14a

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.

Block 14b

Initial Firm Term in Years

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 14a may be the same as Block 14b, as defined by the Solicitation for Offers and its attachments.

Block 14c

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 15a

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 15a 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 15b

Renewal Option Term

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 15c

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 15d

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 16

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 for Offers. 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 17

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 18

List of Additional Attachments

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 19

Additional Remarks or Comments

This block is to be used at the discretion of the Contracting Officer to request additional information. Examples include, but are not limited to:

- the overtime HVAC rate;
- the proposed rental adjustment for vacant premises;
- type of construction;
- real property tax information; and
- legal description of property proposed.

A further example is as prepared below:

Total Land Costs \$ _____ Total Building Cost \$ _____
Total Loan Amount \$ _____ Interest Rate _____ %
Estimate Fair Market Value of the Building after completion \$ _____
Current Year Tax Assessment \$. _____, Year _____ Improved _____ Unimproved _____
Percentage of Government Occupancy in this Lease _____ (based on rentable square feet)
Total rentable square feet in taxable entity _____
Is government space part of multiple property tax bills _____? If so please specify description and sf for each. _____
Copy of Current Year Tax Statement _____

Legal Description (Must Match Tax Statement):

IV. SECTION IV -OWNER IDENTIFICATION AND CERTIFICATION

Block 20

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 21

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.

Block 22

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.

Block 23

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.