

**SOLICITATION FOR OFFERS**

**Part I – INSTRUCTIONS FOR SUBMITTAL OF OFFER**

* 1. LOCATION - The Federal Aviation Administration (FAA) desires to lease within the boundaries listed below.

Location: <Insert City, State>

* 1. The offer should comply with the requirements set forth in the Solicitation for Offer (SFO). At the time of submission of offers, the Offeror shall submit to the Contracting Officer a signed statement that the Offeror has read the SFO and all the attachments in their entirety. The following forms must be completed and submitted with the Offer:
* Signed SFO with offer showing compliance to the requirements in the SFO
* Proposal to Lease
* Lessor’s Annual Cost Statement
* Evidence of Capability to Perform (Section 1.4)
* Architectural Barriers Act Accessibility Standard Compliance Report (See Section 4.1)
* Safety and Environmental Checklist (See Section 5.0.2)
* Certification documentation demonstrating conformance to guiding principles and EnergyStar, if applicable (See Section 5.1)
  1. ADDRESS FOR SUBMITTAL - All original offers, including all required documents, must be submitted to the authorized Real Estate Contacting Officer (RECO) at the address below or via e-mail PDF document with signature.

Address for Submittal:

Real Estate Contacting Officer

<Insert RECO Mailing Address>

* 1. OFFER DUE DATE - Offers are due by <Insert Date and Time> and shall remain open until lease award.
  2. EVIDENCE OF CAPABILITY TO PERFORM -

At the time of the SUBMISSION OF OFFER, the Offeror shall submit the following documentation to the Real Estate Contracting Officer:

* Ownership or control of the property and evidence of signature authority of the party(ies) who will sign any lease documents.

After Issuance of NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:

Within <Insert Number of Days> days after the Real Estate Contracting Officer issues the Notice to Proceed for Tenant Improvements (TI) to the Lessor, the Lessor shall provide to the Contracting Officer evidence of:

* Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for tenant improvements set forth in the awarded Lease.
  1. CONFLICTS OF INTEREST - 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 SFO. 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.
  2. OFFERS - There will be no public opening of offers, and all offers will be confidential until the lease has been awarded.
  3. NEGOTIATIONS - Negotiations will be conducted on behalf of the Government by the FAA Real Estate Contracting Officer (or the FAA Real Estate Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. FAA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
  4. AWARD -
* After the conclusion of negotiations/request for clarification, the Successful Offeror and the FAA Real Estate Contracting Officer will execute a lease prepared by FAA, which incorporates the agreement of the parties. The lease shall consist of the following:
  + FAA Space Standard Lease or Small Lease
  + The pertinent provisions and/or attachments of the offer, and
  + Floor plans of the offered space.
* The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Real Estate Contracting Officer and the mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.
* Unsuccessful Offerors will be notified in writing by the Real Estate Contracting Officer.

**PART II – DESCRIPTION OF REQUIREMENTS**

* 1. AMOUNT AND TYPE OF SPACE -
* The FAA is interested in leasing approximately <Insert SF> occupiable square feet[[1]](#footnote-1) compromised of the following type of space:
  + Office Space: <Insert Occupiable SF>
  + Storage: <Insert Occupiable SF>
  + Special: <Insert Occupiable SF>
* The offer shall meet the following space requirements:
  + Must be located in a quality building of substantial construction
  + Have a potential for efficient layout
  + Be within the occupiable square footage range to be considered
  + In compliance with all of the Government’s minimum requirements set forth herein.
* The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror’s expense when the space offered contains certain features like:
  + Narrow column spacing;
  + Atriums, light wells, or other areas interrupting contiguous spaces;
  + Extremely long, narrow runs of space;
  + Irregular space configurations; or
  + Other unusual building features.
* The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. If the Offeror is already providing the maximum Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
* The Government requires <Insert Number of Parking Spaces> parking spaces, of which <Insert Number of Parking Spaces> must be reserved for government owned vehicles. The cost of the parking shall be included as part of the rental consideration.
  1. LEASE TERM - The FAA is interested in leasing for <Insert Number of Year(s)> years with the FAA having the option to renew for <Insert Number of Year(s)> additional years. The FAA may terminate the lease in whole or part on <Insert Number of Days>days’ written notice to the Lessor.
  2. LEASE RATE - The FAA desires a fully-serviced lease rate per occupiable square foot. If the offered rate excludes any services (i.e., janitorial services, utilities, etc.), this must be clearly notated on the offer and that the Government will be responsible for providing the service(s). Exclusions will be considered in the price evaluation process.
  3. TENANT IMPROVEMENT - When applicable, the Offeror shall provide the dollar amount of the Tenant Improvement[[2]](#footnote-2) Allowance per occupiable square foot.
* The Tenant Improvement Allowance shall cover the estimated cost of the build out of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be constructed and paid for by the Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
* The Offeror may be requested to provide a listing of Offeror’s administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per occupiable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.
  1. OCCUPANCY - Estimated occupancy is the date that personnel will be moved into the space. <RECO: Select one of the following options and REMOVE THIS INSTRUCTION, prior to issuing SFO>
* Occupancy is required within <Insert Number of Days> calendar days from the date of award. or;
* Occupancy is required within <Insert Number of Days>calendar days after the Real Estate Contracting Officer issues the Tenant Improvement Notice to Proceed.
  1. ACCESS AND APPURTENANT AREAS - The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.
  2. DEVIATIONS - If an offer includes any “material” deviations, i.e. those affecting price, occupancy date, performance requirements, the Offeror shall submit them with their offer in a separate document entitled, “Deviations.” By submitting such deviations, the Offeror acknowledges and accepts the risk that any of the deviations may result in the offer being determined unacceptable.

**PART III – AWARD FACTORS AND PRICE EVALUATION**

* 1. AWARD BASED ON BEST VALUE
* The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, including but not limited to the following factors: rental price, tenant improvement allowance cost, specific location, green building factors (See Section 5.1), quality of space and services, and other factors to be decided upon by the Real Estate Contracting Officer.

**PART IV – GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS**

* 1. BUILDING SHELL REQUIREMENTS - When applicable, the Offeror shall provide a building shell which shall consist of the following:
* Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be completely accessible in accordance with the requirements of paragraph 4.1 below and fully operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet applicable life safety code(s) is provided as part of the shell.
* Unless an item is specifically labeled as Tenant Improvement, it shall be considered a building shell item.
* All items identified in this solicitation as “building shell” are to be provided, installed, maintained, repaired, and/or replaced as part of the Offeror’s base rent.
  1. ACCESSIBILITY - All space offered in response to this SFO shall be accessible to persons with disabilities, including the common areas accessible to Government tenants, in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS). The Offeror shall submit the ABAAS Compliance Report.
  2. LABOR STANDARDS - If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government’s use and occupancy. The following will apply:
* Labor Standards clause (6/09)\*

\* Full text version of this clause is available upon request from the Real Estate Contracting Officer.

**PART V – GENERAL SAFETY AND ENVIRONMENTAL REQUIREMENTS**

* 1. GENERAL SAFETY REQUIREMENTS - Buildings in which space is offered for lease shall be evaluated by the FAA to determine whether or not an acceptable level of safety is provided. This evaluation will consider the potential for loss of life, loss of federal property, and business interruption. Potential for fire growth and spread, as well as the building's capability to resist the effect of fire, shall be evaluated. In addition, the building's environmental quality will be considered, including, for example, indoor air quality, the presence, location, and condition of asbestos in the space, and levels of radon in the air. Offerors shall assist the Government in its assessments and detailed studies by making available information on building operations and providing access to space for assessment and testing.

5.0.1 BUILDING CODES - All buildings must comply with Federal, State, and Local building, fire, safety, and seismic safety codes. FAA reserves the right to inspect the premises to verify compliance with these codes.

5.0.2 SAFETY AND ENVIRONMENTAL CHECKLIST - All offerors shall submit a completed FAA’s Safety and Environmental Checklist form. Failure to submit this form may eliminate an Offeror’s proposal from further consideration. FAA reserves the right to verify the space’s compliance with the checklist.

5.0.3 SEISMIC SAFETY – The successful offer received in response to this SFO will be evaluated to determine whether the offer fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 8, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings. If any offer received does not fully meet seismic safety requirements, then other offers will be considered. The Offeror shall be required to submit a completed Certificate of Seismic Compliance form prior to lease award and will be attached to the executed lease contract.

* 1. GREEN LEASE CERTIFICATIONS AND SUBMITTALS -
* For buildings that are 5,000 gross square feet (GSF) and above, preference will be given to spaces that conform to the Guiding Principles for High Performance and Sustainable Buildings (Guiding Principles). The Offeror shall be required to submit certification of conformance by the date initial offers are due. Certification of conformance shall consist of either third-party certification of Leadership in Energy and Environmental Design (LEED) or a completed Energy Star Portfolio Manager Guiding Principles checklist
* For buildings that are 10,000 gross square feet (GSF) and above, preference will be given to spaces that are Energy Star certified. The Offeror shall be required to submit documentation of the building’s Energy Star rating by the date initial offers are due.

The Offeror acknowledges reading the Solicitation for Offers and all the attachments in their entirety. This offer is in full compliance with and acceptance of the aforementioned Solicitation, with attachments.

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| Offeror Signature | Title |  | Date |

1. "Occupiable Square Feet" is the method of measurement for the area for which FAA will pay a square foot rate. It is determined as follows:

   * If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
   * If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls and/or the center of tenant-separating partitions.

   [↑](#footnote-ref-1)
2. Tenant improvements are the components, finishes, and fixtures that typically take space from the “shell” condition to a finished, usable condition. [↑](#footnote-ref-2)