**Solicitation for Offers (SFO)**

**Document Preparation Instructions**

This template is designed to guide you through drafting a solicitation for leasing space that is intended to be used for human occupancy (may be administrative or technical). The solicitation is intended to be used with the Standard Space Lease Template and that document will also need to be customized to fit your scenario prior to release of the solicitation.

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| **This document includes the following formatting elements:**  All instructions for creating these documents are typed in blue hidden text. You should create the documents with the hidden text showing, **it will not print.** Click on File > Print to see a preview of the document WITHOUT the hidden text.  The following formatting elements are found within this template:  BLUE HIDDEN TEXT- INSTRUCTIONS TO AUTHOR(S)  RED TEXT- FILL IN FOR YOUR ACTION | **How to turn hidden text on:**  Click on the File Tab  Click on Options  Click on Display  Under “Always show these formatting marks on the screen”- make sure the box for “Hidden Text” is checked.  Click OK |

All provisions are listed in their AMS approved form as of the date of publication in the footer. If you require specific changes to a clause or provision, legal coordination is required as described in AMS Policy 3.13.2.1. Similarly, if you cannot find a template that meets your specific scenario, please consult with Real Estate Contracting Division subject matter experts and/or legal counsel as needed.

**Please change all font to black and delete these instructions prior to publishing the SFO.**

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| --- | --- | --- |
|  | **Solicitation for Offers (SFO) For**  **Standard Space Lease** | **Solicitation No.**  **XXXXX-XX-X-XXXXX**  **[CITY/STATE]** |
| **Offers due by:**  **MM/DD/YYYY** |
| ***Paperwork Reduction Act Burden Statement***  *A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0595. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*  *Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524* | | |

**Section 1: Statement of Requirements**

1. **General Information (07/2022) 6.1.1-2** *Insert in all SFOs* This Solicitation for Offers (SFO) sets forth instructions and requirements for Lease proposals as described in the attached documents. The Government will evaluate proposals conforming to the SFO requirements in accordance with the Basis for Award set forth below.   
     
   This SFO may only be amended in writing by the RECO. Amendments may modify the terms of this SFO and any attachments to the SFO.  
     
   This SFO includes a draft Lease setting forth the Lease term and other terms and conditions required by the FAA. The draft is for informational purposes only. Do not complete the Lease form. Upon selection for award, the FAA will finalize the Lease document based on the awarded Offeror's final rent and other price data and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution.   
     
   The Offeror's executed Lease shall constitute a binding offer. No Lease shall be formed until the RECO executes the Lease and delivers a signed copy to the Offeror.
2. **SFO Definitions (07/2022) 6.1.1-3** *Insert in all SFOs.* For purposes of this document, the following definitions apply:  
     
   Screening Information Request (SIR)- refers to any request made by the FAA for documentation, information, or offer for the purpose of determining which offeror provides the best value solution for a particular procurement. A Solicitation for Offer (SFO) is a type of SIR. For purposes of this document, Screening Information Request (SIR) and Solicitation for Offer (SFO) are interchangeable.   
     
   Solicitation for Offer (SFO)- refers to a request for an offeror to formally commit to provide the products, services, or real property required by the FAA under stated terms and conditions. The response to the SFO is a binding offer, which is intended to become a binding contract if signed by the Real Estate Contracting Officer (RECO).   
     
   Lease- refers to the legal instrument used by the FAA to acquire a leasehold interest for exclusive possessory rights/interest in real property for a defined period of time. A lease is considered a contract for the acquisition of real property. For purposes of this document, Lease and Contract are interchangeable.   
     
   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor or the Offeror.   
     
   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.  
     
   Real Estate Contracting Officer (RECO)- refers to the warranted individual with the authority to contract for real property on behalf of the FAA. For purposes of this document, RECO is interchangeable with Contracting Officer (CO).  
     
   ANSI/BOMA Office Area (ABOA)- refers to area where a tenant normally houses personnel, and/or furniture, for which a measurement is to be computed, as stated by the most current American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) publication.  
     
   [INSTRUCTION TO RECO- DELETE IF REQUIREMENTS ALLOW FOR LESS THAN FULL SERVICE] Full Service Lease- refers to a lease structure where the rent covers all base rent, taxes, insurance, management, utilities, janitorial and any other operating expenses for the property.

## **SECTION 1a. GENERAL REQUIREMENTS**

1. **Amount and Type of Space (07/2022) 6.1.4-1** *Insert in all SFOs* 
   1. The Government is seeking a minimum of XX,XXX to a maximum of XX,XXX of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within a building as described below:  
        
      Office Space- Approximately XX ABOA SF  
      Storage Space- Approximately XX ABOA SF  
      Special- Approximately XX ABOA SF
   2. [INSTRUCTION TO RECO: IF THE PR PACKAGE INDICATES THAT A PARTICULAR CLASS OF SPACE IS REQUIRED (I.E., CLASS A OR B), ADJUST THIS PARAGRAPH TO REFERENCE THAT HERE]. The Space must 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 Real Estate Contracting Officer (RECO). If not a new Building, the Space offered must be in a Building that has undergone, or will be completed by occupancy, modernization or adaptive reuse for the Space with modern conveniences. The offeror must submit the architectural plans for modernization as part of the offer.

**RECO ACTION: FILL IN THE DESIGNATED AREA OF CONSIDERATION (DELINEATED AREA). DELETE NORTH, SOUTH, EAST WEST BOUNDARIES IF NOT USING AND/OR ATTACH EXHIBIT OR INSERT .PDF OF MAP WITH BOUNDARIES IF AVAILABLE.**

1. **Area of Consideration (07/2022) 6.1.4-2** *Insert in all SFOs* RECO ACTION: FILL IN THE DESIGNATED AREA OF CONSIDERATION (DELINEATED AREA). DELETE NORTH, SOUTH, EAST WEST BOUNDARIES IF NOT USING AND/OR ATTACH EXHIBIT OR INSERT .PDF OF MAP WITH BOUNDARIES IF AVAILABLE.  
   The Government requests Space in an area bounded as follows:   
     
   NORTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EAST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  
     
   SOUTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  
     
   Buildings that have frontage on the boundary streets are deemed to be within the delineated Area of Consideration.

**[INSTRUCTION TO RECO: CHOOSE SUB-PARAGRAPH A, SUB-PARAGRAPH B, BOTH A AND B, OR DELETE ALL TOGETHER DEPENDING UPON THE CHARACTERISTICS OF THE DELINEATED AREA. AS NEEDED, SUBSTITUE MILES OR FEET FOR THE DISTANCE VARIABLES IN THE PARAGRAPHS BELOW AS INDICATED IN THE REQUIREMENTS PACKAGE.]**

1. **Neighborhood, Location Amenities, and Public Transportation (07/2022) 6.1.4-3** *Insert in all SFOs* 
   1. INSIDE CITY CENTER: Space must be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks must be well maintained. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants must be located within the immediate vicinity of the Building, but generally not exceeding XX (RECOMMENDED: A WALKABLE 2,640 FEET) of the employee entrance of the offered Building, as determined by the RECO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding XX (RECOMMENDED: A WALKABLE 2,640 FEET) of the employee entrance of the offered Building, as determined by the RECO. A commuter rail, light rail, or subway station must be located within the immediate vicinity of the Building, but generally not exceeding XX (RECOMMENDED: A WALKABLE 2,640 FEET), as determined by the RECO. Alternatively, two or more public or campus bus lines usable by tenant occupants and their customers must be located within the immediate vicinity of the Building, but generally not exceeding XX(RECOMMENDED: A WALKABLE 1,320 FEET) as determined by the RECO. Amenities must be existing or the Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.
   2. OUTSIDE CITY CENTER: Space must be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. Adequate eating facilities must be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet (1/2 mile), as determined by the RECO. Other employee services, such as retail shops, cleaners, and banks, must be located within the immediate vicinity of the Building, but generally not exceeding XX, as determined by the RECO. Amenities must be existing or Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.
2. **Parking Requirements (07/2022) 6.1.4-5** *Insert in all SFOs* The Government requires XX structured/inside parking spaces and XX surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Facility Security and Lighting clauses set forth in the Lease. The spaces must also be compliant with the Accessibility clause in the Lease. The cost of parking must be included as part of the rental consideration. The offeror must describe the parking offered within the Proposal to Lease space and may attach a plan and/or short narrative as necessary to explain how the offeror will meet the parking requirements.

[INSTRUCTION TO RECO: ADJUST TO REMOVE “OPTION TO RENEW” LANGUAGE IF NOT APPLICABLE]

1. **Lease Term (09/2021) 6.2.3-5** *Insert in all SFOs* The Lease term must be X Years, with the FAA having the option to renew for X additional years, with Government termination rights, in whole or in part, by providing not less than XX days’ prior written notice. [INSTRUCTION TO RECO: DELETE THE FOLLOWING SENTENCE ONLY IF A FIRM TERM HAS BEEN APPROVED BY THE FAE AS DESCRIBED IN T3.8.8.B.3] The Firm Term of the lease in which the FAA cannot terminate or cancel the lease contract must not exceed 365 days (1 year).
2. **Occupancy Date (07/2022) 6.2.3-6** *Insert in all SFOs* Estimated occupancy is the date that FAA personnel will be moved into the space.   
   [INSTRUCTION TO RECO: SELECT ONE OF THE FOLLOWING OPTIONS PRIOR TO ISSUING THE SFO AND DELETE THE OTHER]

* 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 RECO issues the Notice to Proceed for Tenant Improvements.

1. **Description of Lease (07/2022) 6.1.6** *Insert in all SFOs* 
   1. Offeror must review the Lease form included in the SFO documents to understand the Government's and the Lessor's respective rights and responsibilities under the Lease. Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this SFO.
   2. The FAA is seeking a fully serviced Lease with rent that covers all Lessor costs, including all shell upgrades, Tenant Improvements (TIs), operating costs, real estate taxes, and security upgrades. Rent must 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 SFO.
   3. The Tenant Improvements (TI) to be delivered by the Lessor must be based upon information provided with this SFO. The Lessor must design and build the TIs and will be compensated for the TI costs based upon pricing established within 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.   
        
      [INSTRUCTION TO RECO: DELETE PARAGRAPH “D” IF GOVERNMENT WILL BE PREPARING THE DID’S PER REQUIREMENTS PACKAGE.]
   4. After award, the Lessor must prepare Design Intent Drawings (DIDs), as described in the Lease 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.
2. **Budget Scorekeeping: Operating Lease Treatment (07/2022) 6.4.3** *Insert in all SFOs* The Government will award a Lease pursuant to this SFO only if the Lease will score as an operating Lease under Office of Management and Budget Circular A-11, Appendix A. Only offers that are compliant with operating Lease criteria will be eligible for award. Offerors are required to provide supporting documentation at the request of the RECO to facilitate the Government’s determination.

## **SECTION 1b. DESIGN & LAYOUT REQUIREMENTS**

1. **Building Shell Requirements (07/2022) 6.5.23** *Insert in all SFOs* The Offeror must provide a building shell that consists of the following:
2. Base structure and building enclosure components must be complete and operational, including all common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, restrooms, elevators, garages, and services areas. The building must comply with ABOA standards. Restrooms must be completely accessible in accordance with the requirements of the Accessibility paragraph in the Lease. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., must be furnished, installed, and included in the proposed Tenant Improvements.
3. 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 proposed base rent. Unless an item is specifically labeled as Tenant Improvement, it will be considered a building shell item.
4. The Lease establishes various requirements relating to the Building shell. If the Lessor's Building does not meet the requirements at the time of award, the Offeror may still be awarded the Lease. However, the Offeror must identify those Building improvements and the timeframe that will bring the Building into compliance with SFO requirements in their offer. Upon award of the Lease, completion of those Building improvements in the timeframe proposed by the offeror will be incorporated into the Lease and become requirements thereof.
5. **Test-fits (07/2022) 6.5.24** *Insert in all SFOs* To demonstrate the potential for efficient layout, the Offeror must provide a “Test-Fit” layout to the government at the Offeror’s expense. The Lessor must provide a test-fit inclusive of all space and adjacencies as outlined in the SFO and Lease. [RECO TO REMOVE LAST SENTENCE IF NOT APPLICABLE] The test-fit will be conducted according to the work space standards attached to this SFO.

The Government will advise the Offeror if the “Test-Fit” layout demonstrates that the Government’s requirements 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 the SFO.

1. **Building Plans (07/2022) 6.5.25** *Insert in all SFOs* First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) must be submitted for review and consideration and meet 1 through 5 noted below.
2. All plans submitted for consideration must 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 must 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.
3. All plans submitted for consideration must be generated by a Computer Aided Design (CAD) program compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files must be submitted on CD-ROM. Plans must include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space must show the polyline utilized to determine the square footage on a separate and unique layer. All submissions must be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable.
4. All architectural features of the Space must be accurately shown. If conversion or renovation of the Building is planned, the SFO must identify alterations.
5. Plans must 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 must meet local code requirements for issuance of occupancy permits.
6. FAA will review all plans submitted to determine if an acceptable level of safety is provided as described in the Lease. In addition, FAA 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.

**[INSTRUCTION TO RECO: ADD ADDITIONAL SPECIAL REQUIREMENTS AS DESCRIBED IN THE PR PACKAGE OR DELETE ENTIRELY IF NOT APPLICABLE]**

1. **Special Requirements (07/2022) 6.5.26** *Insert in all SFOs when special requirements are described in the PR Package.* The offered building/property must have the following features:  
     
   [INSERT ANY OTHER SPECIAL OR UNIQUE REQUIREMENTS SUCH AS COLUMN SPACING, FLOOR LOCATION, SPACE CONTIGUITY, WORK SPACE STANDARDS, EV CHARGING STATIONS, LEED CERTIFICATION, ETC.]

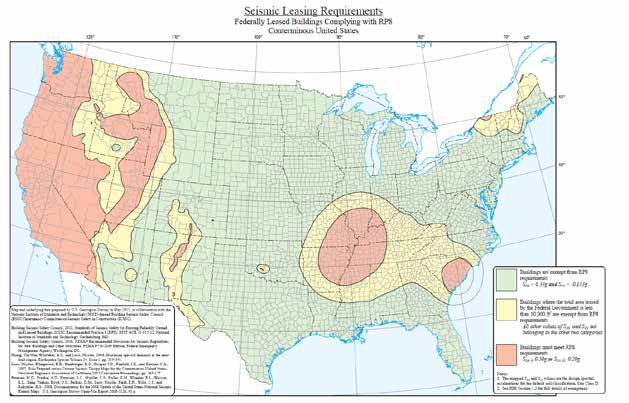
## **SECTION 1c. ENVIRONMENTAL OCCUPATIONAL SAFETY & HEALTH REQUIREMENTS**

**INSTRUCTION TO RECO:** THE FOLLOWING ARE EXEMPT FROM THE SEISMIC STANDARDS AND ALL SEISMIC LEASING PARAGRAPHS. IF YOUR PROJECT MEETS ONE OF THESE EXEMPTIONS, THE SEISMIC SAFETY PROVISIONS AND RELATED ATTACHMENTS CAN BE DELETED:

-THE LEASE IS FOR LESS THAN FIVE (5) YEARS,

-THE LEASE IS FOR BUILDING STRUCTURES INTENDED ONLY FOR INCIDENTAL HUMAN OCCUPANCY (OCCUPIED BY PEOPLE FOR TWO HOURS OR LESS PER DAY),

-DETACHED ONE- AND TWO-FAMILY DWELLINGS LOCATED WHERE SDS < 0.4 (CHECK WITH THE REGIONAL SEISMIC ENGINEER TO DETERMINE THE SEISMICITY OF THE DELINEATED AREA), OR

-THE DELINEATED AREA IS IN THE GREEN AREA (LOW AND VERY LOW SEISMICITY) IN THE SEISMIC LEASING REQUIREMENTS MAP. SEE BELOW FOR MAP AND ADDITIONAL INSTRUCTIONS.

THE ABOVE MAP DESIGNATES THE LEASING SEISMIC AREAS.

LOCATE THE DELINEATED AREA ON THE SEISMIC LEASING REQUIREMENTS MAP, WHICH IS AVAILABLE [**HERE**](https://fast.faa.gov/docs/realEstateTemplates/Seismic%20Map%20Attachment%20new.pdf). IF IT IS CLEARLY IN THE GREEN, YELLOW, OR RED AREAS, FOLLOW THE INSTRUCTIONS BELOW. IF THE LOCATION IS CLOSE TO A BORDER OF TWO AREAS, CONTACT THE REGIONAL SEISMIC ENGINEER FOR ASSISTANCE WITH DETERMINING WHICH AREA THE BUILDING IS LOCATED.

**GREEN AREA**

IF THE DELINEATED AREA LIES IN AN AREA OF LOW AND VERY LOW SEISMICITY, THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE SEISMIC STANDARDS (RP8- AS AMENDED).

**ACTION REQUIRED:** DELETE THE FOLLOWING PARAGRAPHS FROM THE SFO:

X.XX SEISMIC SAFETY FOR EXISTING CONSTRUCTION – MODERATE SEISMICITY

X.XX SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH SEISMICITY

DO NOT ATTACH THE LIFE SAFETY COMPLIANCE/SEISMIC CERTIFICATION TO THE SFO.

**YELLOW AREA**

IF THE DELINEATED AREA LIES IN AN AREA OF MODERATE SEISMICITY, THE PROJECT IS SUBJECT TO THE REQUIREMENTS OF THE SEISMIC STANDARDS (RP8 AS AMENDED). THE ONE EXCEPTION IS THAT A BUILDING CONTAINING LESS THAN 10,000 ABOA SF RENTED BY THE GOVERNMENT IS EXEMPT. OFFERORS MUST REPRESENT THAT, IF AWARDED THIS LEASE, THE OFFERED BUILDING WILL HAVE LESS THAN 10,000 ABOA SF OF SPACE LEASED TO THE FEDERAL GOVERNMENT. THIS IS COVERED IN THE MODERATE SEISMICITY PARAGRAPH, SUB-PARAGRAPH B.1.

**ACTION REQUIRED:**

INCLUDE IN THE SFO:

X.XX SEISMIC SAFETY FOR EXISTING CONSTRUCTION – MODERATE SEISMICITY

DELETE FROM THE SFO:

X.XX SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH SEISMICITY

**ACTION REQUIRED**: ATTACH THE SEISMIC CERTIFICATION TO THE SFO.

**RED AREA**

IF THE DELINEATED AREA LIES IN AN AREA OF HIGH AND VERY HIGH SEISMICITY, THE PROJECT IS SUBJECT TO THE REQUIREMENTS OF THE SEISMIC STANDARDS (RP 8 AS AMENDED). THE ONE EXCEPTION IS THAT A ONE-STORY BUILDING OF STEEL LIGHT FRAME OR WOOD CONSTRUCTION WITH LESS THAN 3,000 ABOA SF OF SPACE IN THE BUILDING IS EXEMPT. THIS IS COVERED IN THE HIGH SEISMICITY PARAGRAPH, SUB-PARAGRAPH B.1.

**ACTION REQUIRED:**

INCLUDE IN THE SFO:

X.XX SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH SEISMICITY

DELETE THE FOLLOWING FROM THE SFO:

X.XX SEISMIC SAFETY FOR EXISTING CONSTRUCTION – MODERATE SEISMICITY

**ACTION REQUIRED:** ATTACH THE SEISMIC CERTIFICATION TO THE SFO.

1. **Seismic Safety- Moderate Seismicity (07/2022) 6.6.10-1** *Insert in all SFOs where the delineated area falls within a moderate seismicity zone.*

**Definitions.** For the purpose of this paragraph:

“ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings.

“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 the Seismic Standards.

“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.

“RP8” or “Seismic Standards” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*” as amended and 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.

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

The Government intends to award a Lease to an Offeror of a Building that is in compliance with the NIST Standards of Seismic Safety For Existing Federally Owned and Leased Buildings (RP8 as amended), hereinafter called “Seismic Standards”. If upon receiving an offer, which complies with the Seismic Standards and the other requirements of this SFO, then other competing offers, which do not comply with the Seismic Standards, will not be considered. If no offers comply with the Seismic Standards, the RECO will make the award to the Offeror whose offer meets the other requirements of this SFO and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this SFO.

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

The offer includes a Seismic Certificate showing that the Building meets the Seismic Standards. The submission must include the documentation confirming compliance unless expressly authorized for submission after award.

The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building.

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.

The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. If the Offeror proposes to retrofit the Building, the offer must include a Seismic Certificate 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 timeframe required.

The offer includes a pre-award commitment to construct a new Building, using applicable building codes and industry standards.

The RECO may allow an Offeror to submit a Seismic Certificate after the deadline for final submittals. However, the RECO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

**OR**

1. **Seismic Safety- High Seismicity (07/2022) 6.6.10-2** *Insert in all SFOs where the delineated area falls within a high seismicity zone.*

**Definitions.** For the purpose of this paragraph:

“ASCE/SEI 41” means American Society of Civil Engineers Standard, Seismic Rehabilitation of Existing Buildings.

“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 the Seismic Standards.

“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.

“RP8” or “Seismic Standards” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*” as amended and 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.

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

The Government intends to award a Lease to an Offeror of a Building that is in compliance with the NIST Standards of Seismic Safety For Existing Federally Owned and Leased Buildings (RP8 as amended), hereinafter called “Seismic Standards”. If upon receiving an offer, which complies with the Seismic Standards and the other requirements of this SFO, then other competing offers, which do not comply with the Seismic Standards, will not be considered. If no offers comply with the Seismic Standards, the RECO will make the award to the Offeror whose offer meets the other requirements of this SFO and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this SFO.

An offered Building will be considered compliant with the Seismic Standards if it meets one of the following conditions:

The offer includes a Seismic Certificate showing that the Building meets the Seismic Standards. The submission must include the documentation confirming compliance unless expressly authorized for submission after award.

The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building.

The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building.

The offer includes a commitment to retrofit the Building satisfying all Basic Safety Objective requirements of ASCE/SEI 41. If the Offeror proposes to retrofit the Building, the offer must include a Seismic Certificate 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 timeframe required.

The offer includes a pre-award commitment to construct a new Building, using applicable building codes and industry standards.

The RECO may allow an Offeror to submit a Seismic Certificate after the deadline for final submission. However, the RECO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

1. **Safety Requirements (07/2022) 6.6.15** *Insert in all SFOs* The Government requires the following:
2. 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
3. OCCUPANCY PERMIT- The building must have a valid Occupancy Permit from the local authority having jurisdiction (provide documentation).
4. FAA 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. FIRE LIFE SAFETY- The Government requires Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. All buildings must be designed to limit the potential for fire growth and spread and to resist the effects of fire.
6. Buildings in which space is offered for Lease shall be evaluated by the FAA to determine whether an acceptable level of safety is provided. This evaluation will consider the potential for loss of life, loss of federal property, and business interruption. 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.
7. In order to be eligible for award, Offeror must either:
   1. Verify in the Lease proposal that the Building in which Space is offered meets the general safety requirements of the Lease; or
   2. 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.
8. The Offeror must submit the following environmental and occupational safety and health documents:
9. Completed Space Safety Environmental Checklist for an Office Building.
10. 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).
11. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.
12. Evidence of compliance with the applicable Lease clauses for Drinking Water and Radon.
13. [INCLUDE ANY ADDITIONAL EOSH REQUIREMENTS HERE]

If there are conflicts between any of the requirements referenced in the Solicitation, Lease, or any attachments/exhibits, the more stringent requirement will prevail.

1. **Inspection- Right of Entry (07/2022) 6.6.16** *Insert in all SFOs* 
   1. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn, rejected, or the lease is awarded), 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 SFO and its attachments, which purposes include, but are not limited to:
      1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
      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 that 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.
   2. 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. Nothing in this paragraph relieves the Offeror of any duty to inspect or liability that might arise because of Offeror’s failure to inspect for or correct a hazardous condition.
2. **Environmental Considerations (07/2022) 6.8.15** *Insert in all SFOs* 
   1. The Government requires space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
   2. Upon request by the Government, Offeror must provide all known previous use of the Building.
   3. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

## **SECTION 1d. SECURITY REQUIREMENTS**

1. **Facility Security Requirements (07/2022) 6.9.1-1** *Insert in all SFOs* The offered building/property must meet the following Security Requirements:  
   [INSERT SECURITY REQUIREMENTS HERE BASED ON FSL I, II, III AS PROVIDED IN THE PR PACKAGE]
2. **Personnel Security Requirements (07/2022) 6.9.3-1** *Insert in all SFOs* The Offeror must complete the Leased Space Unescorted Access Questionnaire as part of their Offer submittal.

**Section 2: How to Offer**

1. **Offer Submittal (07/2022) 6.2.17** *Insert in all SFOs* The Offeror must prepare a complete offer, using the forms provided with this SFO to include those required in Attachment A of this SFO. Offeror must submit the completed Lease proposal package to the Government as indicated below.
2. The Offeror must submit responses to this SFO by one of the following means:
   1. Electronically To: [INSERT EMAIL ADDRESS OR OTHER ELECTRONIC MEANS]   
        
      All documents 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 timely received at, the FAA email address identified in the SFO will be accepted. Offeror submitting a Lease proposal by email must retain in its possession, and make available upon FAA's request, its original signed proposal.  
        
      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.
   2. By Mail OR In Person To:   
      [FEDERAL AVIATION ADMINISTRATION  
      REAL PROPERTY & UTILITIES GROUP, ROUTING INFO  
      ATTN: RECO NAME  
      STREET ADDRESS  
      CITY, STATE, ZIP]  
        
      Your offer must arrive at the place and by the time specified in the SFO. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.
3. Offeror’s submittal must include the name, address, telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror.
4. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers.
5. **Electronic Commerce and Signature (07/2022) 6.3.47** *Insert in all SFOs*
6. The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:  
   (1) Contracts written on paper and contracts in electronic form;  
   (2) Pen-and-ink signatures and electronic signatures; and  
   (3) Other legally-required written records and the same information in electronic form.
7. With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
8. Certain documents may need to be provided or maintained in original form, such as large-scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.
9. The use of electronic signature technology is authorized under this solicitation and the resulting contract.
10. Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1 (SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6, 2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.
11. Contractors do not have to update documents previously digitally signed using SHA-1 hash algorithms unless the document requires updating. The FAA and contractors may continue to use SHA-1 for the following applications: Verifying old digital signatures and time stamps, generating and verifying hash-based message authentication codes (HMACs), key derivation functions (KDFs), and random bit/number generation.
12. **Contractor Qualifications (07/2022) 6.2.21** *Insert in all SFOs*

In order to determine Contractor responsibility, the following documentation is required:

1. **Evidence of Ownership/Control of the Property-** Offeror must provide evidence of ownership or control of the property and signature authority. These submittals must remain current, and the Offeror is required to submit updated documents as changes occur.
2. If the Offeror owns the Property being offered or has a long-term Leasehold interest, the Offeror must provide to the RECO:
3. Evidence of ownership of the property, or
4. A copy of the Master Lease showing, and
5. Evidence of any encumbrances on the property, and
6. Any other requested documentation evidencing the Offeror's stated interest in the Property.

**OR**

1. 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 must submit:
   1. A fully executed copy of the written agreement with its offer, and
   2. 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
   3. other form of documentation satisfactory to the RECO.

**AND**

1. In addition to (1) and (2) above, Offeror must provide evidence of signature authority of the party(ies) who will sign any future Lease documents.
2. **Legal Description/Tax/Zoning Information-** Offeror must provide the legal description of the Property, its tax ID number, and any other evidence regarding Tax Abatements or Zoning information (described, in detail, below). These submittals must remain current. The Offeror is required to submit updated documents as changes occur.

Specifically, Offeror must provide:

1. copies of prior year tax notices and tax bills;
2. detailed overview and documentation of any Tax Abatements on the Property as outlined in the “Real Estate Tax Adjustment” paragraph of the Lease;
3. if proposal includes multiple tax parcels, additional documentation depicting the scenario (e.g., fact sheet, 5” wide x 3” high or larger color photograph, site plan, location map, tax parcel map);
4. evidence that the Property is in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, **or** the Offeror’s plan and schedule to obtain all necessary zoning approvals prior to performance; and
5. any other information that may affect the assessed value of the Property.
6. **Availability of Amenities-** Offeror must provide evidence that amenities do or will exist by the Government’s required occupancy date. Such evidence must include copies of signed Leases, construction contracts, or other documentation as deemed acceptable by the RECO.
7. **Available Financing-** Offeror must provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum must state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
8. **SAM Registration-** The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at HTTPS://WWW.ACQUISITION.GOV, prior to final proposal revisions. This registration service is free of charge. The Offeror must complete 6.4.1-1 System for Award Management- Real Property in the Representations & Certifications section of this SFO.
9. **Covered Telecommunications Equipment or Services-** The Offeror must represent that it will not PROVIDE or USE covered telecommunications equipment or services via completion of 6.9.5-1 Covered Telecommunications Equipment or Services
10. **Pricing Terms (07/2022) 6.2.22** *Insert in all SFOs* Offeror must provide the following pricing information with its offer:
    1. **Lessor’s Annual Cost Statement.** Complete all sections.
    2. **Proposal to Lease Space.** Complete all sections, including but not limited to:
11. A fully serviced Lease rate per ABOA and RSF, clearly itemizing the total base rental, TIA rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
12. Improvements. All improvements in the base Building, lobbies, common areas, and core areas must be provided by the Lessor, at the Lessor’s expense. This base rental rate must also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The base rental rate must 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 SFO.
13. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This refers to line 27 of FAA’s Lessor’s Annual Cost Statement, divided by the Building size for ABOA and RSF, respectively.
14. The annual rent to amortize the Tenant Improvements. Such amortization must be expressed as a cost per ABOA and RSF per year. This amount must include all alterations for the Space above the Building shell. Such alterations must be described and identified in the drawings used to construct the Space. The Tenant Improvement Allowance (TIA), which is to be provided by the Lessor to the Government for TIs, must be made available at Lease execution. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror must indicate the amortization period 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 will not be liable for any unamortized TI costs resulting from an extended amortization period.
15. A fully serviced Lease 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 must not reflect any Tenant Improvements as they will have been fully amortized over the Firm Term.
16. An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. NOTE: Refer to the Lease document for additional guidance.
17. Lessor’s Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor’s Project Management fee and (ii) Lessor’s A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
18. Rent concessions being offered. Indicate either on the Proposal to Lease Space or in separate correspondence.
19. **Tenant Improvements Included in Offer (07/2022) 6.2.22-1** *Insert in all SFOs* The TI Allowance is $\_\_\_ per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition). The TI Allowance must be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy must be performed by the successful Offeror as part of the rental consideration, and all improvements must meet the quality standards and requirements of this SFO package and its attachments.  
      
    The TI Allowance must 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.  
    Within XX days after the RECO issues the Notice to Proceed for Tenant Improvements (TI), if applicable, the Offeror must provide to the RECO 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.

**[INSTRUCTIONS TO RECO: PLEASE NOTE THAT USE OF OPERATING COST ESCALATIONS IS NOT A PREFERRED METHOD OF RENT STRUCTURE. AMS T3.8.8(B)(5) DESCRIBES AGENCY PREFERENCE OF RENT STRUCTURE AS FIXED RENT OR STEP-UP RENT. ONLY INCLUDE THE FOLLOWING PROVISION AND RELATED LEASE CLAUSE IF YOU HAVE REVIEWED AMS AND DOCUMENTED YOUR RATIONALE WITHIN THE NEGOTIATOR REPORT.]**

1. **Operating Costs Requirements Included in Offer (07/2022) 6.2.22-2** *Insert in all SFOs when offers containing escalating operating costs will be considered. AMS describes guidance for rent structure in leases including use of this provision in T3.8.8(B)(5)*

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment must include all items specified in the attached Lease. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer must clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

1. **Utilities Separate from Rental (07/2022) 6.7.1-1** *Insert in all SFOs where requirements allow for less than a fully serviced lease.* The Offeror must specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror must obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement must also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, “Energy Efficient Design of New Buildings except Low Rise Residential Buildings,” or more restrictive state and local codes.  
     
   The Offeror must submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan must be in effect prior to FAA’s acceptance of the space.
2. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** *Insert in all real estate contracts when clauses are included by reference.* This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at ttps://fast.faa.gov/RPF\_Real\_Property\_Clauses.cfm.
3. **Protest (07/2022) 6.3.39-2** *Insert in all SFOs*
4. **Protest After Award (07/2022) 6.3.39-3** *Insert in all SFOs and Standard Space Leases*
5. **False Statements in Offers (07/2022) 6.2.19** *Insert in all SFOs*
6. **Late Submissions, Modifications, and Withdrawals of Submittals (07/2022) 6.2.18** *Insert in all SFOs*
7. **Amendments to SFO (07/2022) 6.2.20** *Insert in all SFOs*

**Section 3: Basis for Award**

**RECO ACTION: CHOOSE THE CORRECT PROVISION BASED ON YOUR SCENARIO AND DELETE THE OTHER**

1. **Lowest Price Technically Acceptable (07/2022) 6.2.24** *Insert in all SFOs where source selection will be LPTA* The Lease will be awarded to the responsible Offeror whose proposal (i) conforms to the requirements of this SFO and the proposed Lease documents and (ii) offers the lowest price. Responsibility will be determined in accordance with AMS T3.2.2.7(A)(1). Price will be determined in accordance with the "Present Value Price Evaluation" paragraph of this SFO.  
     
   If the Offeror requests deviations from any term or condition of the Lease, each must be documented on the Proposal to Lease Space in block labeled “Additional Remarks or Conditions with Respect to this Offer.” At its sole discretion, the FAA will decide whether to accept the deviation. By submitting deviations, the Offeror acknowledges and accepts the risk that the offer may be determined unacceptable, and the FAA’s award determination rescinded.

**OR**

1. **Contract Award (07/2022) 6.2.24-1** *Insert in all SFOs where source selection will be Trade Off* The Lease will be awarded to the responsible Offeror whose proposal conforms to the requirements of this SFO and will, as determined by the source selection official, offer the best value, considering technical quality, cost or price, and other SFO criteria. Responsibility will be determined in accordance with AMS T3.2.2.7(A)(1). Price will be determined in accordance with the "Present Value Price Evaluation" paragraph of this SFO.

If the Offeror requests deviations from any term or condition of the Lease, each must be documented on the Proposal to Lease Space in block labeled “Additional Remarks or Conditions with Respect to this Offer.” At its sole discretion, the FAA will decide whether to accept the deviation. By submitting deviations, the Offeror acknowledges and accepts the risk that the offer may be determined unacceptable, and the FAA’s award determination rescinded.

1. **Communications (07/2022) 6.2.25** *Insert in all SFOs*
2. The Government reserves the right to award a contract from initial proposals without entering into communications with any Offerors. Offerors are cautioned to submit their best offer with the initial proposal. If the Government elects to communicate with Offerors, the Government may conduct written or oral communications with any and/or all Offerors, and may reduce the firms participating in the competition to only those Offerors most likely to receive award. Offerors eliminated from competition will be notified by the Real Estate Contracting Officer.
3. In addition, the FAA reserves the right to conduct communications with any individual competing Offeror, or all competing Offerors, as the situation warrants. Communications with one or more Offerors does not require discussions with all Offerors. When communications are conducted, FAA may negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer relating to price as deemed necessary by the FAA. Although a designee may enter communications on behalf of the Government, only the Real Estate Contracting Officer has the authority to bind the Government.
4. As a result of communications, the RECO may allow reasonable opportunity to submit revisions to initial offers including any cost or price revisions if in the best interest of the FAA. The Government also reserves the right to (i) reject any and all offers, (ii) waive any requirement, and (iii) accept minor irregularities and discrepancies if doing so is determined to be in the best interest of the FAA.
5. **Present Value Price Evaluation (07/2022) 6.2.23** *Insert in all SFOs*
6. 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.
7. 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: 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.
8. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
9. Acceptable rent structures are:
   1. **Fixed Rent** (where the rent amount and the time at which it is required to be paid are fixed and determinable under the terms of the lease agreement as of the lease date);
   2. **Step-up Rent** (where the lease clearly defines future rent increases at set times throughout the life of the lease).   
      If the offer utilizes one of these preferred rent structures, and annual adjustments in operating expenses will not be made, the gross annual price will be discounted annually at 5 percent to yield a gross present value cost (PVC).

[OPTIONAL- USE OF EITHER THE OPERATING COST ESCALATOR OR TAX ADJUSTMENT CLAUSE IS NOT A PREFERRED METHOD OF RENT STRUCTURE. AMS T3.8.8.B.5 DESCRIBES AGENCY PREFERENCE OF RENT STRUCTURE AS FIXED RENT OR STEP-UP RENT. ONLY INCLUDE THIS PARAGRAPH IF YOU HAVE REVIEWED AMS AND DOCUMENTED YOUR RATIONALE WITHIN THE NEGOTIATOR REPORT. OTHERWISE, DELETE.]

1. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.  
     
   If annual adjustments in operating expenses will be made, the annual price 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.

[OPTIONAL-INCLUDE ONLY IF STATEMENT OF REQUIREMENTS ALLOWS FOR LESS THAN FULL SERVICE. OTHERWISE, DELETE.]

1. To the gross PVC will be added:
   1. 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.
   2. 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.)
   3. 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.

[OPTIONAL – INCLUDE ONLY IF YOU WILL ACCOUNT FOR RELOCATION COSTS IN THE PRICE EVALUATION. OTHERWISE, DELETE.]

* 1. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
  2. The fees for architectural and engineering design (A/E) services and the Offeror’s project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on the Proposal to Lease Form any and all fees to complete the tenant improvements, broken down into two components:
     1. Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and
     2. Lessor’s overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor’s PM fees), which may be only offered as a percentage rate.

These fees will be evaluated in a multi-step process, as follows.

The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA) if applicable, thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following:   
  
An allowance of $30 per square foot for 10,000 ABOA square feet, which is $300,000, and A/E fees of 5%.  
  
The underlying costs equals the TIA divided by (1 + A/E fee percentage)  
$300,000 / 1.05 = $285,714.29  
A/E fees at 5% of the underlying costs are .05 x $285,714.29 = $14,285.71  
Underlying costs of $285,714.29 plus 5% A/E fees of $14,285.71 = TIA of $300,000  
The Lessor’s PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA.   
Using the same example, if Lessor’s PM fees are offered at 5%, the fees are calculated as $300,000 x .05 =$15,000.  
The sum of these fees is then computed as a percentage of the total TIA.   
Following the example, A/E fees of $14,285.71 plus Lessor’s PM fees of $15,000 (total fees of $29,285.71) ÷ $300,000 TIA =9.762%.   
The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

1. **Authorized Representatives (07/2022) 6.2.16** *Insert in all SFOs* With respect to all matters relating to this SFO, only the Government's RECO designated below shall have the authority to amend the SFO and award a Lease. The Government shall have the right to substitute its RECO by notice, without an express delegation by the prior RECO. No designated representative has the ability to alter the terms and conditions of the Solicitation or the Lease.   
     
   Real Estate Contracting Officer (RECO):  
   [Name]  
   [Mailing Address] [Office Phone] [Cell Phone] [Fax]  
   [Email Address]  
     
   As to all other matters, Offerors may contact the Alternate Government Contact designated below.  
     
   Alternate Government Contact:  
   [Name]  
   [Mailing Address] [Office Phone] [Cell Phone] [Fax]  
   [Email Address]
2. **Award (07/2022) 6.1.6-1** *Insert in all SFOs* To document the agreement between the parties, the successful Offeror and the FAA RECO will execute a Lease prepared by FAA, which incorporates the agreement of the parties. The Lease shall consist of the following:  
     
   Lease No. XXXXX-XX-X-XXXXX and any associated Lease amendments.  
     
   The pertinent provisions/attachments of the offer.  
     
   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 RECO and mailing or otherwise furnishing written notification

**Section 4- Representations & Certifications**

1. **Authorized** **Negotiators 6.2.16-1** *Insert in all SFOs* The Offeror states that the following person(s) are authorized to negotiate with the FAA in connection with this offer:  
   Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. **System for Award Management - Real Property (04/2022) 6.4.1-1** *Insert in all SFOs, leases, easements, or supplemental agreements to existing leases or easements unless the FAA has granted a waiver from the use of SAM. Must be used in conjunction with 6.4.2-1 Payment by Electronic Funds Transfer- System for Award Management. NOTE: If the FAA has granted a waiver from the use of SAM, use clause 6.4.1 "System for Award Management (SAM Waiver)" and REMOVE this clause.*   
   (a) Definitions. As used in this clause:  
   "Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.   
   "System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.  
   “Unique Entity Identifier (UEI)” (also known as the Unique Entity ID) 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.  
   “Electronic Funds Transfer indicator” means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.   
   “Contractor” is synonymous with “Offeror” “Lessor” or “Grantor” for real property leases, easements, or other contracts.  
      
   (b)(1) By submission of an offer, the Contractor acknowledges the requirement that  
    a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.  
   (2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.   
   UEI: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
   (c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one.  
   The Contractor should be prepared to provide the following information:  
   (1) Company\* legal business name.  
   (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
   (3) Company Physical Street Address, City, State, and Zip Code.  
   (4) Company Mailing Address, City, State and Zip Code (if separate from physical).  
   (5) Company Telephone Number.  
   (6) Date the company was started.  
   (7) Number of employees at your location.  
   (8) Chief executive officer/key manager.  
   (9) Line of business (industry).  
   (10) Company Headquarters name and address (reporting relationship within your entity).  
     
   \* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.  
     
   (d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.  
     
   (e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.  
     
   (f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.  
     
   (g)(1)(i)If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:  
     
   (A) Change the name in the SAM database;  
   (B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and   
   (C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.  
     
   (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.  
     
   (2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.  
   (h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.   
   PRESCRIPTION: Insert in all leases or easements or supplemental agreements to existing leases or easements unless the FAA has granted a waiver from the use of SAM. Must be used in conjunction with 6.4.2-1 Payment by Electronic Funds Transfer- System for Award Management. NOTE: If the FAA has granted a waiver from the use of SAM, use clause 6.4.1 "System for Award Management (SAM Waiver)" and REMOVE this clause.
3. **Covered Telecommunications Equipment or Services- Representations (07/2022) 6.9.5-1** *Insert in all real estate contracts and SFOs. If the answer to the representation in (c)(1) is “does”, the offeror must also complete the (d)(1) representation under AMS 6.9.5-2 “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment”. If the answer to the representation in (c)(2) is “does”, the offeror must also complete the (d)(2) representation under AMS 6.9.5-2 “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment”.*

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.   
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.   
(c) Representations.   
1. The offeror represents that it \_\_\_\_\_\_\_\_\_ does, \_\_\_\_\_\_\_\_\_ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.   
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_\_\_\_\_\_\_\_\_ does, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

1. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (07/2022) 6.9.5-2** *Insert in all real estate contracts and SFOs, including purchases under the micro-purchase threshold. Must be used in conjunction with AMS Real Property Contracts Clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.*

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).   
   
PROVISION/CLAUSE:   
(a) Definitions. As used in this provision--   
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.   
   
(b) Prohibitions.   
   
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.   
Nothing in this prohibition will be construed to—   
   
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or   
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.   
   
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.   
Nothing in this prohibition will be construed to-   
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or   
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.   
   
(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.   
   
(d) Representations.   
   
(1) The Offeror represents that it  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.   
   
(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it  does,  does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.   
   
(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-   
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—   
(1) For covered equipment   
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;   
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and   
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;   
   
(2) For covered services-   
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or   
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.   
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—   
   
(3) For covered equipment   
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;   
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and   
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.   
(4) For covered services-   
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or   
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**6.9.7 Foreign Ownership and Financing Requirements for High-Security Leased Space (July 2023)** *Insert in all solicitations and novations for Standard Space Leases where the Facility Security Level (FSL) is III or higher. Include the completed representation in the awarded lease contract or lease amendment. If a foreign ownership disclosure is made, the RECO shall coordinate with the program office and AXP regarding any security concerns and any necessary mitigation measures.*

1. Definitions. As used in this clause–

***Financing*** means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

***Foreign entity*** means a:

1. Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
2. Government or governmental instrumentality that is not the United States Government.

***Foreign person*** means an individual who is not:

1. A United States citizen; or
2. An alien lawfully admitted for permanent residence in the United States.

***Highest-level owner*** means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

***Immediate owner*** means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

***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.

(b) Timing. The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest, the Lessor shall submit this representation to the Real Estate Contracting Officer (RECO) with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) ***Immediate owner.***

(1) The Offeror or Lessor represents that it

does have an immediate owner.

does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

|  |  |
| --- | --- |
| **Legal name**  (do not use a “doing business as” name) |  |
| **Unique entity identifier**  (if available) |  |

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign entity?: Yes or No

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign person?: Yes or No

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

|  |  |
| --- | --- |
| **Physical address** |  |
| **Country** |  |

(d) ***Highest-level owner***.

(1) The Offeror or Lessor represents that the immediate owner, if any,

is owned or controlled by another entity.

is not owned or controlled by another entity.

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

|  |  |
| --- | --- |
| **Legal name**  (do not use a “doing business as” name) |  |
| **Unique entity identifier**  (if available) |  |

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation:

Is the highest-level owner a foreign entity?: Yes or No

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation:

Is the highest-level owner a foreign person?: Yes or No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

|  |  |
| --- | --- |
| **Physical address** |  |
| **Country** |  |

(e) ***Financing entity.***

(1) The Offeror or Lessor represents that the financing

does involve a foreign entity

does not involve a foreign entity

(2) The Offeror or Lessor represents that the financing

does involve a foreign person

does not involve a foreign person

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

|  |  |
| --- | --- |
| **Legal name**  (do not use a “doing business as” name) |  |
| **Unique entity identifier**  (if available) |  |

|  |  |
| --- | --- |
| **OFFEROR OR LESSOR NAME AND SIGNATURE** | Name  Signature |

**ATTACHMENTS** *[RECO TO ADD/REMOVE AS APPLICABLE]:*

Attachment A- List of Required Submittal Documents

Attachment B- Draft Lease Contract

Attachment C- FAA Proposal to Lease Space (4400-91)

Attachment D- FAA Lessor’s Annual Cost Statement (4400-89)

Attachment E- FAA Space Safety & Environmental Checklist (4400-92)

Attachment F- Seismic Compliance Documentation (if applicable) (4400-90)

Attachment G- FAA Leased Space Unescorted Access Questionnaire (4400-88)

[Attachment X- RECO TO ADD AS NEEDED]

|  |  |
| --- | --- |
| **SFO ATTACHMENT A: List of Required Submittal Documents** | |
| **Submittal Item Number** | **DOCUMENT NAME**  **[THE FOLLOWING ARE PROVIDED AS EXAMPLES ONLY-**  **THE RECO MUST ADJUST AS NEEDED FOR EACH PROCUREMENT]** |
|
| 1 | **FAA SFO Section 4- Representations & Certifications** |
| 2 | **FAA Proposal to Lease Space (4400-91)** |
| 3 | **FAA Lessor's Annual Cost Statement (4400-89)** |
| 4 | **FAA Life Safety Compliance/Seismic Certification (4400-90)** (if applicable) |
| 5 | **FAA Space Safety and Environmental Checklist (4400-92)** and all applicable testing/certification documents. |
| 6 | **FAA Leased Space Unescorted Access Questionnaire (4400-88)** |
| 7 | **Map** showing proposed building location within the delineated area |
| 8 | **Legal Description** of the Property and Tax ID Number associated with the Property |
| 9 | **Prior Years Tax Notices** and Bills and other documentation described in 6.2.21 |
| 10 | **Building Floorplan/Layout** showing proposed space as described in 6.5.25 |
| 11 | **Evidence of Zoning compliance** as described in 6.2.21 |
| 12 | **Property Listing, Brochure, Cover Letter** or other documentation with photograph or other depiction of the offered property and sufficiently describing how the offered space meets or will meet stated requirements within the SFO relating to Quality, Condition, Neighborhood, Amenities, and Public Transportation as described in 6.1.4-1 and 6.1.4-3 |
| 13 | **Evidence of compliance with Building Shell Requirements** as described in 6.5.23 |
| 14 | **Architectural plans for modernization** (if applicable) as described in 6.1.4-1 |
| 15 | **First Generation plans** scaled at a min. 1/8” = 1’0” as described in 6.5.25 |
| 16 | **Building Operating Plan** as described in 6.7.1-1 |
| 17 | **Evidence of compliance with Facility Security Level Requirements** described in 6.9.1-1 |
| 18 | **Known hazardous conditions or environmental releases** relating to the property as described in 6.8.15 |
| 19 | **Evidence of Offeror’s interest** in the property and any encumbrances on the property and/or other document as described in 6.2.21 |
| 20 | **Evidence of Signature Authority** of the party(ies) who will sign future Lease Documents as described in 6.2.21. |
| 21 | **Evidence of Funds Available** (or commitment of funds) in an amount necessary to prepare the space as described in 6.2.21. |
| 22 | **RECO TO ADD ADDITIONAL AS APPLICABLE** |