

REGIONAL OFFICE REQUEST FOR PROPOSAL (RFP)

[Date]

[Insert Name and Address of Owner]

re: [Insert address of specific proposed building]
("Building")

Dear _____:

The Federal Deposit Insurance Corporation ("FDIC" or "Tenant") has authorized Company as its exclusive broker ("Broker"), to request a leasing proposal for space in the above-referenced Building. FDIC will require first class office space in greater City, consisting of sq. ft. (\pm 10%) contiguous rentable square feet. At present, FDIC leases space in a building located at Anytown, USA. FDIC seeks to lower its occupancy costs and obtain reasonable flexibility, especially with regard to lease term, and termination, expansion, renewal and contraction options. Capitalized terms not otherwise defined in this letter shall have the meanings set forth in the FDIC Standard Form Office Lease (see Exhibit B attached)..

FDIC strives to provide an efficient, healthy, safe and pleasant work environment for employees that meets the programmatic needs of the organization while providing the best value in terms of qualitative and quantitative criteria. The successful Premises will offer the **best value**, as determined in the FDIC's sole discretion, based upon the following evaluation criteria:

EVALUATION CRITERIA

- Completion of the FDIC Leasing Representations and Certifications Form is mandatory and must be completed to the satisfaction of the FDIC, per the instructions attached thereto, and must be in compliance with the FDIC's statement of policy on fitness and integrity (See **Exhibit A** attached);
- Degree of acceptance of the FDIC Standard Form Office Lease;
- Availability of Premises;
- Location, including proximity to public transportation and other amenities and other impacts on employees;
- Competitiveness of rental rate (rent, allowance and other concessions);
- Term;
- Flexibility, as it relates to expansion, contraction, termination and renewal options;
- Classification of Building in the local market and Building amenities, such as parking;
- Degree of compliance of Building and Premises with Americans with Disabilities Act ("ADA") and other applicable federal, state and local codes, laws and regulations;
- Building design efficiency;

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- Structural and mechanical fitness of the Building (degree of modernization, seismic compliance, floor load capacity, etc.);
- Cost of relocation and initial Tenant improvements;

On **(date and time)**, an informational pre-proposal forum concerning this project will be held at **(address)**. Although attendance is not mandatory in order to participate further in this process, all participants are urged to attend.

Should you choose to submit a proposal package, please forward one original plus two (2) copies by **(date and time)** to the attention of:

Broker
Address

Your proposal package should consist of:

- A fully completed and executed copy of the FDIC Leasing Representations and Certifications Form; and
- A response in the same format as reflected herein to the terms and conditions set forth below.

Failure to submit a complete proposal package, including the mandatory FDIC Leasing Representations and Certifications, by the time and date established above, may eliminate the Building from further consideration.

Outlined below are terms and conditions that must be addressed in your proposal:

- 1) Landlord:** Identify Landlord; describe ownership structure.
- 2) Availability:** Landlord must provide Premises to Tenant no later than Date, the Possession Date, so that Tenant can, on a rent-free basis, prepare the Premises and commence its move into the Premises, resulting in a Rent Commencement Date of Date.

Confirm ability to satisfy these requirements.

If any portion of the Premises is currently occupied, indicate the existing tenant and describe applicable lease expiration provisions.
- 3) Term/Rent:** Provide proposals for terms of five (5), seven (7) and ten (10) years from Commencement Date, specifying the proposed rent schedule for each year of the five (5), seven (7) and ten (10) year terms. Provide terms of purchase, if applicable.
- 4) Landlord Concessions:** Describe any concessions being offered by Landlord for each of the terms, such as:
 - a Tenant improvement allowance (refer to Section 3.2 of the Lease; provide interest rate used to amortize cash allowance)

- free rent (starting from Commencement Date)
- free parking
- architectural and space design fee allowance
- other

5) Lease:

Confirm agreement to use the FDIC Standard Form Office Lease ("Lease") as required by Tenant.

Ensure the careful review of the form and provide a specific list of objections and counterproposals to the terms of the Lease; only issues on that list may be subject to negotiation at a later date.

6) Premises:

Tenant requires approximately size ($\pm 10\%$) rentable square feet of contiguous office space.

Provide the following information:

a. Indicate the floor(s) and the respective usable and rentable square feet of the Premises for Tenant's occupancy, in the following format:

<u>Proposed Floor</u>	<u>Usable S.F.</u>	<u>Rentable S.F.</u>
Flr. _____	_____ USF	_____ RSF

- b. Confirm Tenant's right to increase or decrease the size of the Premises under the same rental rate, terms, and conditions at any time, and from time to time, completion of final plans and specifications; see Section 8 of the Lease.
- c. Send a CADD disk for the Premises. If not available, submit two (2) complete sets of "as built" blue line drawings of the Premises, drawn to scale.
- d. Specify the loss factor for full floor and partial floor occupancy for each floor proposed, providing the backup calculations and measurements for these loss factors.
- e. Describe the allowable floor loading for the Premises. Delineate areas that have additional support on floor plans that depict the entire Premises.
- f. Provide site plan, showing parking, ingress/egress, etc.

7) Extension Right:

Confirm that, upon the expiration of the initial term of the Lease, Tenant shall have the right to extend the term for all or part of the then-existing Premises under two (2) one-year extension options at fixed rates. Indicate the rental rates for each extension option.

- 8) Termination Right:** Confirm that Tenant shall have the right, upon six (6) months advance written notice to Landlord, to terminate the Lease. Indicate when, during the term, the Termination Right becomes effective and any fees associated with this Termination Right.
- 9) Expansion Right:** Confirm that during the initial term of the lease that Tenant shall have the right to expand the premises. Indicate the terms for leasing the expanded space, and confirm a right of first refusal for all contiguous spaces for the duration of tenancy.
- 10) Contraction Right:** Confirm that from time to time during the initial lease term, Tenant shall have the right, upon not less than six (6) months advance written notice to Landlord, to reduce the size of the Premises. Indicate the amount of contraction to be permitted including the timing thereof. Indicate any fees associated with this Contraction Right.
- 11) Security Deposit:** Confirm that Landlord will require no security deposit from Tenant.
- 12) Parking:** Indicate the total number of on-site parking spaces available to Tenant and cost, if any.
- 13) Use:** Confirm that Tenant and its affiliates may use the space for general administrative and office purposes and for all uses incidental or ancillary thereto including, without limitation, vaults, libraries, kitchen facility for Tenant's use, computer operations, file storage, break areas and pantries.
- 14) Building :** Describe the age of the Building and, if applicable, the dates of any renovations and extent of those renovations.
- Describe the nature and timing of any renovations planned for the Building.
- Confirm classification of Building in local market.
- Describe Building amenities.
- Indicate if Building has the Energy Star® designation.
- Describe degree of compliance of Building and Premises with the Americans with Disabilities Act.
- 15) Operating Expenses:** Confirm Landlord's agreement that Tenant will pay its proportionate share of increases in Operating Expenses, as defined in the Lease, over a base year "Year" (calendar year), grossed up to reflect 95% occupancy of the Building.

Provide:

- a breakdown (chart of accounts) of the actual total operating expenses for the previous two (2) calendar years, as passed through to tenants of the Building
- the percentage of occupancy of the Building for those two (2) years

If the Building was not 95% occupied for either of those prior years, also provide "grossed up" totals reflecting 95% occupancy.

Provide the cost per square foot for the above operating expenses. Provide the percentage of the Building that the Premises represent for its proportionate share of operating expense passthroughs.

Provide the estimated operating expenses for the current calendar year and, as projected, for calendar year "Year".

16) Real Estate Taxes:

Confirm Landlord's agreement that Tenant will pay its proportionate share of increases in Real Estate Taxes, as defined in the Lease, over a base tax year "Year".

Provide a copy of the current real estate tax assessment and the previous two tax bills for the Building and land and specify which tax year is represented.

Specify the Real Estate Taxes cost per square foot for the Building for the previous two (2) years and the projected cost for the current tax year and, as projected, for the year ending in "Year".

Indicate if the Building is currently fully assessed as a complete and fully operating Building with improvements.

Describe any other types of taxes passed through to tenants, including a description of the type of tax, the per square foot cost and the anticipated duration of such tax to continue as an expense.

Describe any tax abatements/agreements.

17) Right of First Refusal:

Confirm that Tenant shall have the on-going right of first refusal to lease any space that may become available from Landlord contiguous to the Premises or on contiguous floors to the Premises, for the term of the Lease. Landlord shall provide Tenant with written notice of the availability of such space

18) Alterations:

Confirm that the Landlord shall not unreasonably withhold, condition or delay its consent to alterations by the Tenant of a structural nature within the Premises.

Confirm that, for alterations of a non-structural nature with a cost under \$100,000, Landlord's consent will not be required.

Confirm that Landlord will not impose any construction standards, which are in excess of Building Code for the city in which the property exists. Note that the Lease will not require restoration of alterations.

19) Landlord Review Fees: Confirm that Landlord will not impose any fee for review or approval of the plans for Tenant's initial improvements or subsequent alterations other than out-of-pocket costs and that Landlord will not impose any fees for construction.

20) Contractors: Acknowledge that Tenant reserves the right to designate a general contractor other than the Landlord or Landlord's designee for tenant improvement work, and that Landlord will not be entitled to any fees if the Tenant uses its own general contractor.

State whether Landlord (or a designee of Landlord) would consider acting as Tenant's general contractor. If Tenant elects to engage Landlord or Landlord's designee as general contractor, Landlord shall solicit competitive bids from third party subcontractors and Tenant shall have the right to review said bids. Specify how Landlord would be compensated if Landlord or its designee serves as a general contractor, including any mark-up on the cost of subcontracts, if any.

21) Electric: Specify the watts per square foot available for the proposed office space (FDIC requires a minimum of 7 watts per square foot on demand) and provide the following information:

Existing electrical service for the Premises are ___ amps, ___/___ voltage, ___ phase, ___ wires. Refer to Sections 9.9 and 9.10 of the Lease for details.

Describe how electric service to the Premises is metered and confirm that Landlord will not charge Tenant for any markup for electrical service.

22) Base Building: Describe any current and/or proposed upgrades to elevators, lobby, electrical and mechanical systems, and/or HVAC.

Describe Base Building standards and systems – Refer to Exhibit F of the Lease.

23) HVAC Requirements: Describe the HVAC system (including its age, type, temperature/humidity capabilities, zoning, and other relevant characteristics).

State the normal hours of operation and the procedure for after-hours use and any cost for such service.

Provide the most recent HVAC mechanical evaluation and/or report.

Confirm that Landlord shall cause the Building HVAC System to be operated in a manner to maintain the indoor air quality of the Common Areas within the Building and the Premises ("**Indoor Air Quality**") at safe and healthy levels, including without limitation, to meet, for the entire Term, the standards set forth in Standard ASHRAE 62-1989 ("**Ventilation for Acceptable Indoor Air Quality**") (including both the requirements of the Ventilation Rate Procedure and Indoor Air Quality Procedure and the maintenance requirements, recommendations and guidelines contained therein), promulgated by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("**ASHRAE**"), and any laws, ordinances, rules or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the Building or persons occupying or working in the Building relating to office building indoor air quality (collectively, the "**Indoor Air Quality Standard**").

24) Landlord's Work to Premises:

Confirm that, unless Tenant requests otherwise, Landlord, at its sole expense, will demolish and remove any improvements in excess of the base Building requirements and deliver the Premises, broom clean.

Specifically, confirm that Landlord will complete the following prior to delivery to Tenant for Tenant's work:

- Landlord shall provide one telecommunication service entrance facility in the basement. This entrance facility should either be dedicated to Tenant or be capable of being partitioned so as to provide isolation between Tenant's telecommunications services and the services of other Building tenants.
- Landlord shall provide for one dedicated physically diverse riser from the basement to the Tenant floors. The riser should be vertically aligned, without offsets.
- Bathrooms - If not already done, Landlord shall upgrade existing bathrooms on all floors of the Premises to comply with all applicable codes, with finish standards to be mutually agreed to by Landlord and Tenant. Landlord shall bring all toilet rooms into compliance with the Americans with Disabilities Act and all other requirements of law.

- All toilet rooms and core spaces will be sprinklered.
- Landlord shall perform all modifications to base Building areas within the Premises as required by the Americans with Disabilities Act (i.e., relocate elevator recall buttons, replacement of hardware on core doors, etc.).

Acknowledge that Landlord may be required by Tenant to perform other work pending Tenant's review of the base Building systems by Tenant's architects and engineers.

25) Environmental Reports: Provide a copy of the Building's most recent environmental and water and air quality tests/surveys/reports, if any.

26) Services, Maintenance and Repairs:

Confirm that Landlord will provide to the Premises, toilet rooms and all other common areas, all services, maintenance and repairs customary for a first class office building throughout the term of the Lease at no additional cost to Tenant (other than indirectly through operating expense and tax escalations under the Lease).

Cleaning - Please provide the Building cleaning specifications. Refer to Exhibit I of the Lease.

27) Cost of Additional Services:

Provide the information requested in Exhibit K-3 of the Lease, which calls for unit labor prices for supplemental services that may be required by Tenant. These services would be beyond those covered under the terms and conditions of the Lease.

28) Building Security and Life Safety:

Describe, in detail, the ingress/egress to the Building and the Premises after normal business hours and on weekends, including details concerning lobby staffing, security and life safety (sprinklering, smoke alarms, video cameras, etc.).

Provide the standard hours of security provided for tenants, customers and invitees during business and non-business days.

29) Loading Dock Area:

Describe the location and type(s) of the loading dock(s) and their location in relation to the freight elevator(s) of the Building.

Provide the measurements/dimensions and load capacity of the freight elevators.

Indicate accessibility to the loading docks and the parking availability at the loading dock area.

Provide the rules and regulations pertaining to the use of the loading dock area.

Describe the security services provided for the loading dock area.

Indicate whether there are fees associated with the use of the loading dock; include any after-hour fees, if applicable.

30) Non-Disturbance: Confirm that Landlord will obtain non-disturbance agreements from all current and future mortgagees or lessees and any other parties with superior rights to Tenant, who must agree to fully perform Landlord's obligations if they assume control of the Building; Tenant prefers to use the form of Non-Disturbance Agreement attached as an exhibit to the FDIC Standard Form Office Lease.

31) Purchase Option: Describe conditions of a purchase option for the Building, if any.

32) Brokerage Commission: Acknowledge that this proposal is subject to payment by the Landlord to Broker of one full commission in accordance with the terms and conditions set forth in the commission agreement attached to this letter as **Exhibit C**.

This request does not commit the FDIC to lease any amount of space at any location proposed; nor does it commit FDIC to any type of agency representation; nor does it commit the FDIC to pay for any costs in the preparation or submission of proposals.

This RFP does not obligate the FDIC to accept the terms presented in a proposal. If the terms of a proposal are discovered to be in conflict with the terms requested in this RFP, the FDIC may eliminate a respondent from further consideration. Specific terms and conditions contained in the FDIC Standard Form Office Lease shall control over terms stated in this letter. The FDIC reserves the right and may elect to negotiate economic or other terms contained within a proposal in response to this RFP. The FDIC may consider unsolicited offers. The FDIC may reject any or all offers if such action is in the best interest of the FDIC.

We look forward to receiving your complete proposal package by _____.

Sincerely,

Enclosures:

- Exhibit A FDIC Leasing Representations and Certifications Form
- Exhibit B FDIC Standard Form Office Lease
- Exhibit C Broker Commission Terms and Conditions

EXHIBIT A

**FDIC LEASING REPRESENTATIONS
AND CERTIFICATIONS FORM**

EXHIBIT B

FDIC STANDARD FORM OFFICE LEASE

(Lease Documents are subject to change to conform to applicable law)

EXHIBIT C

(Broker Commission Agreement)