

## Sample RFP for Field Office and Warehouse Leases

Date

To: Landlord  
Address

RE: Location

The Federal Deposit Insurance Corporation (“FDIC”) is requesting a leasing proposal for space (“Premises”) in the above referenced building (“Building”). The FDIC will require Class A office space in Anytown, USA of \_\_\_\_ contiguous rentable square feet  $\pm$  10%. **The FDIC prefers to pay a gross rate rent, all inclusive of operating expenses, utilities, and taxes.** At present, FDIC leases space located in Anytown, USA. FDIC seeks to lower its occupancy costs and obtain reasonable flexibility, especially with regard to termination, expansion, renewal, and contraction options.

The successful Building will offer the **best value**, as determined in the FDIC’s sole discretion, based upon the following evaluation criteria:

### EVALUATION CRITERIA

- Degree of acceptance of the FDIC Standard Form Office Lease, Exhibit A (See attached);
- Date of availability;
- Location, including proximity to public transportation and other amenities and other impacts on employees;
- Competitiveness of rental rate (rent, allowance, and other concessions);
- Length of lease term;
- Flexibility - particularly as it relates to contraction, termination, expansion, and renewal options;
- Classification of Building in the local market;
- Degree of compliance of Building and Premises with ADA and other applicable federal, state and local codes, laws and regulations;
- Design efficiency;
- Structural and mechanical fitness of the Building (degree of modernization, floor load capacity, etc.);
- Cost of relocation and initial Tenant Improvements;

Should you choose to submit a proposal package, please forward to us by **Date & Time**. Your proposal package should consist of a response to the terms and conditions set forth below in the same format as reflected herein.

Failure to submit a complete proposal package by the established time and date may eliminate the location from further consideration.

Outlined below are salient terms and conditions that need to be addressed in your proposal:

- 1) Landlord:** Identify Landlord and 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.
- 3) Term/Rent:** Provide a proposal for a five (5) year term from the Commencement Date, specifying the proposed rent schedule for each year of the term.
- 4) Landlord Concessions:** Describe any concessions being offered by Landlord for the term, such as:
- a Tenant Improvement 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:** Space Requirement: Tenant requires approximately \_\_\_\_ rentable square feet of contiguous office space  $\pm$  10%.
- Please provide the following information:
- a. Indicate the floor(s) and the respective usable and rentable square feet of the Premises for Tenant's occupancy.
  - b. If CADD drawings are available on disk, please send a CADD disk for the Premises. If CADD drawings are not available, please submit two (2) complete sets to scale "as built" blue line drawings of the Premises with your proposal.
  - c. Describe the allowable floor loading for the Premises. Delineate areas that have additional support on floor plans that depict the entire Premises.

- 7) Use:** Tenant and its affiliates may use the space for general administrative and office purposes.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Renewal Option:** 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 \_\_\_-year renewal option at a fixed rate. Indicate the rental rates for the renewal option.
- 12) 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.
- 13) Operating Expense and Real Estate Tax Escalation:** **The FDIC prefers to pay a gross rate rent, all inclusive of operating expenses, utilities, and taxes.** If a gross rent cannot be negotiated, Tenant will pay its proportionate share of increases in operating expenses, over a base year of \_\_\_\_, as defined in the Lease, grossed up to reflect 95% occupancy of the Building. Provide the percentage of the Building that the Premises represent for its proportionate share of operating expense passthroughs.
- Tenant will pay its proportionate share of increases in Real Estate Taxes over a base year of \_\_\_\_. 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. Please specify the real property tax cost per square foot for the Building proposed.

Indicate if the Building is currently assessed as a complete and fully operating Building with improvements for the purposes of real property tax expense computations. Describe any other types of taxes passed through to tenants, include 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 with the local municipality in effect.

**14) Space Design:** Initial tenant alterations shall be performed in accordance with the FDIC Facilities Design Guide. Copies are available upon request.

**15) 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.

For alterations of a non-structural nature with a value less than \$10,000, Tenant will not require Landlord's consent. Note that the Lease will not require restoration of alterations.

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

**16) 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.

**17) Contractors:** Acknowledge that Tenant reserves the right to designate a general contractor, acceptable to the landlord, 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.

**18) 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).

**19) HVAC Requirements:** Provide a description of the HVAC system, include its age, type, temperature/humidity capabilities, and other relevant characteristics.

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

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**").

Landlord warrants all building mechanical systems applicable to the Premises are year 2000 compliant.

**20) 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.

Bathrooms – Confirm that, all toilet rooms will be brought into compliance with ADA and all other requirements of law, prior to occupancy. Finish standards to be mutually agreed.

Asbestos – Confirm that, all asbestos containing material shall be removed from the Premises, prior to occupancy.

Other Work - Other Landlord's work may be required by Tenant pending review of the base building systems by the Tenant's representative.

**21) Services, Maintenance and Repairs:**

Confirm that Landlord will provide all services maintenance and repairs customary for a first class office Building to the Premises, toilet rooms and all other common areas throughout the term of the lease at no additional cost to Tenant (other than indirectly through ordinary operating and tax escalations if a gross rent is not negotiated).

Cleaning - Please provide the Building cleaning specifications.

**22) Building Security and Life Safety:**

Address, in detail, the ingress/egress to the Building and the Premises after normal business hours and on weekends.

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

**23) Environmental Reports:**

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

**24) Signage:**

Confirm that Tenant will have the right to use its standard graphics at the entrance to its space.

**25) Security Deposit:**

Confirm that Landlord will require no security deposit from Tenant.

**26) Parking:**

Please indicate the total number of parking spaces available to Tenant and cost, if any.

**27) Other:**

Provide the proximity to public transportation and other amenities and other impacts on employees.

**28) Brokerage Commission:**

Acknowledge that this proposal is subject to payment by the Landlord to Broker, one full commission in accordance with the terms and conditions set forth in the commission agreement attached to this letter as **Exhibit B**.

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 Corporation 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. 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 Date. Return completed proposals to my attention at:

Address

If you have any additional questions, I can be reached at (phone number).

Sincerely,  
**Broker/Leasing Specialist**

Title

Enclosures:

**Exhibit A** FDIC Standard Form Office Lease

**Exhibit B** Broker Commission Terms and Conditions (as applicable)