



# GOVERNMENT REQUEST FOR LEASE PROPOSAL NO. VA257-14-R-0658 Cedar Park, Texas

Offers due by  
08 August 2014

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 1600 CST on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Lease, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163

**Succeeding/Superseding RLP  
GSA FORM R102 (09/13)**

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**REQUEST FOR LEASE PROPOSALS NO.**

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**SECTION 1 STATEMENT OF REQUIREMENTS**

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**1.01 GENERAL INFORMATION (SUCCEEDING) (SEP 2013)**

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- A. This request for lease proposals (RLP) sets forth instructions and requirements for proposals for a succeeding or superseding lease where the Government is currently in occupancy and possession of the leased premises. Unless otherwise noted, the Government will accept the leased premises in their current condition, with the exceptions outlined in the RLP documents. The Government will evaluate the proposal conforming to the RLP requirements in accordance with the method of award set forth below. The Government will award the lease subject to the conditions below.
- B. Included in the RLP documents is a lease form (GSA Form L202) setting forth the lease term and other terms and conditions of the lease contemplated by this RLP and a proposal to lease space (GSA Form 1364-S) on which offeror shall submit its offered rent and other price data, together with required information and submissions. The lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. Do not attempt to complete the lease form (GSA Form L202). Upon selection for award, Government will transcribe the final offered rent and other price data included on the Government Form 1364-S into the lease form, and transmit the completed lease, including any appropriate attachments, to the offeror for execution. Neither the RLP nor any other part of the offeror's proposal shall be part of the lease except to the extent expressly incorporated therein. The offeror should review the completed lease for accuracy and consistency with his or her proposal, sign the first page, initial each subsequent page of the lease, and return it to the Lease Contracting Officer (LCO).
- D. The offeror's executed lease shall constitute a firm offer. No lease shall be formed until the Government executes the lease and delivers a signed copy to the offeror.
- E. Factors are listed in descending order of importance. Technical Quality, Availability of Space, and Offerors, Past Performance factors, when combined, are significantly more important than the Price Factor.

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**1.02 AMOUNT & TYPE OF SPACE, LEASE TERM & OCCUPANCY DATE (SUCCEEDING) (SEP 2013)**

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- A. The Government is seeking 9,999 rentable square feet (RSF), located on similar or like to the 01 floor(s), of the building, as depicted on the floor plan(s) attached hereto as Exhibit A. Reference S30 - VA\_NUSF\_versus\_GOVERNMENT\_ANSIBOMA\_usable for definition of ANSI/BOMA Office Area (ABOA).
- B. The Government requires 75 parking spaces reserved for the exclusive use of the Government, 10 of which shall confirm to the Americans with Disabilities Act (ADA). In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local Government entity having jurisdiction over the property.
- C. As part of the rental consideration, the Government may require use of part of the building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.
- D. The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The offeror shall advise the Government if such rights exist.

- E. Termination Right after 5 Years. Notwithstanding anything to the contrary contained in this Lease Solicitation, after completion of Year 5 of the lease term, the Government may terminate this Lease, in completely or in part, at any time by giving at least ninety (90) days' written notice to the lessor, for any reason or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.
- F. The lease term commencement date will be upon acceptance of the space, and captured on a bilateral signed document (SLA).

### 1.03 LIST OF RLP DOCUMENTS (SUCCEEDING) (SEP 2013)

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The following documents are attached to and made part of the lease:

Document Name
<b>File Name</b>
Form R102 Request for Lease Proposal
Form L202 Lease
Form 2
Form 1217
Form 1217 Attachment I
Form 1217 Attachment II
Form 3516 Solicitation Provisions
Form 3517B Clauses
Form 3518 Reps and Certs
Form 1364-S
VA_NUSF_versus_GSA_ANSIBOMA_usable
Exhibit A - Floor Plan
Exhibit A.1 - CBOC Design Guide
Exhibit A.2 - Alarm System Requirements
Exhibit A.3 - IT Room Requirements
Exhibit A.4.0 - Signage Requirements
Exhibit A.4.1 - Signage Requirements
Exhibit A.5 - Pre-lease Building Security Plan
Exhibit A.6 - GSA IPM Technical Guide
Exhibit A.7 - Fire Prelease Cert Checklist
AMENDMENTS TO RLP No. XXXX

### 1.04 AMENDMENTS TO THE RLP (JUN 2012)

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This RLP may be amended by notice from the Government. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the lease contemplated by the RLP.

### 1.06 LEASE DESCRIPTION (SUCCEEDING) (SEP 2012)

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- A. Offeror shall examine the lease form included in the RLP documents to understand the Government's and the lessor's respective rights and responsibilities under the contemplated lease.

- B. Provide photo static copies or projected sketches of exterior of building to include any landscaping to determine condition. Identify if an in ground sprinkler shall be utilized.
- C. The lease contemplated by this RLP includes the below areas of consideration:
1. The term of the lease.
  2. Terms and conditions of the lease, including definitions, standards, and formulas applicable to the lease and this RLP.
  3. Building shell standards and requirements.
  4. Information concerning the tenant agency's build out requirements, to be supplemented after award.
  5. A description of all services to be provided by the lessor.
  6. 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 RLP.
  7. The lease contemplated by this RLP is a fully serviced turnkey lease with a rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), NUSF solicited under this RLP. The tenant improvements (TI) to be delivered by the Lessor will be based upon information provided with this RLP and lease. The Lessor shall build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the lease. The Lease also provides that the Government may modify the tenant improvement requirements, subject to the lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased space, the lease term shall commence. During the term of the lease, rent will be adjusted for changes to the lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in Section 2.
  8. The offeror is advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease form and in the GSA Form 3517B, which will be part of the lease.

#### 1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012)

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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 Lessor may still be awarded the lease. As a condition of award, the government will require Lessor to identify those building improvements that will bring the building into compliance with RLP requirements. Upon award of the lease, completion of those building improvements will become lease obligations.

#### 1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

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With respect to all matters relating to this RLP, only the Government employee(s) designated below shall have the authority to amend the RLP and award a lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior Government contracting official.

**Lease Contract Specialist:**

Steven P. Moya  
2002 Scott BLVD, Temple, TX 76504  
Office: 254-899-6032  
C: 254-743-8673  
Fax: 254-899-6030  
Email: [steven.moya@va.gov](mailto:steven.moya@va.gov)

**Alternate Government Contact:**

Harold Robbins  
2002 Scott BLVD, Temple, TX 76504  
O: 254-899-6017  
Fax: 254-899-6030  
Email: [harold.robbins2@va.gov](mailto:harold.robbins2@va.gov)

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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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### 2.01 SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, and 10) (SEP 2012)

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- A. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, interagency committee on seismic safety in construction (ICSSC) RP 4, and standards of seismic safety for existing federally owned or leased buildings, as modified below. If any offers are received that fully meet seismic safety requirements, other offers that do not fully meet these requirements will not be considered. If no offers are received that fully meet seismic safety requirements, only offers that substantially meet seismic safety requirements will be considered. If no offers are received that fully or substantially meet seismic safety requirements, the Government may elect to make no lease award.

"Fully meet" as used herein with regard to the seismic safety requirements means that the offeror has provided a written certification (example available from the LCO) with the initial offer, from a licensed structural engineer certifying that both the Building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings:

FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, will be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A pre-standard.

FEMA 178 <sup>1</sup>	Building Type	BOCA	SBCC	UBC	ANSI	NEHRP
1, 2	Wood Frame, Wood Shear Panels	**	**	1949	**	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982	1985
4	Steel Braced Frame	1990	1991	1988	*	1991
5	Light Metal Frame	*	*	*	*	*
6	Steel Frame w/Concrete Shear Walls	1987	1991	1976	1982	1985
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982	1985
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982	1985
10,7	Steel or Concrete Frame w/URM Infill	*	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982	1985
12	Precast Concrete Frame	*	*	*	*	*
13, 14	Reinforced Masonry	1987	1991	1976	1982	1985
15	Unreinforced Masonry (URM)	*	*	*	*	*

Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) will be replaced with the table below.

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<sup>1</sup> The 15 common building types as they are defined in FEMA-178.

- \* Indicates no benchmark year (no comprehensive seismic requirements for these Buildings exist).  
\*\* Local provisions for wood construction need to be compared to 1949 UBC to determine benchmark year.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCC—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

ANSI—American National Standards Institute, A58.1, Minimum Design Loads for Buildings and Other Structures.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

Section 1.3.2, leased buildings, shall be revised as follows:

Buildings leased by the federal Government are exempt from these standards if both of the following apply:  
The leased space is 10,000 rentable square feet or less and  
The federal Government eases less than 50 percent (%) of the total building square footage.

FEMA-310, handbook for the seismic evaluation of buildings: a pre-standard, can be obtained at [www.degenkolb.com/0\\_0\\_Misc/0\\_1\\_FEMADocuments/fema310/prestd.html](http://www.degenkolb.com/0_0_Misc/0_1_FEMADocuments/fema310/prestd.html).

NISTIR 5382, ICSSC RP 4, standards of seismic safety for existing federally owned or leased buildings, can be obtained from the building and fire research laboratory, national institute of standards and technology, Gaithersburg, MD 20899, or at [HTTP://FIRE.NIST.GOV/BFRLPUBS/BUILD94/PDF/B94037.PDF](http://FIRE.NIST.GOV/BFRLPUBS/BUILD94/PDF/B94037.PDF)

1. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Documentation of this evaluation shall be made available to the Government.

## 2.02 ASBESTOS (JUN 2012)

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- A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.
- B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.
- D. Management Plan. If space is offered which contains ACM, the offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

## 2.03 ACCESSIBILITY (SEP 2013)

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The lease contemplated by this RLP contains building requirements for accessibility. 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 lease accessibility requirements, or
2. Include as a specific obligation in its lease proposal that improvements to bring the building into compliance with lease accessibility requirements will be completed prior to acceptance of the space.
3. Provide photo static copies or artist sketches of sidewalks and parking lot to determine condition.
4. Provide known distance to local eateries within a .5 mile radius of the building. Preferred method of submittal would be a Google maps pictorial.

#### 2.04 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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- A. The lease contemplated by this RLP contains building requirements for Means of Egress, Automatic Fire Sprinkler system, and fire system. in order to be eligible for award, offeror must either:
- B. Verify in the lease proposal that the building in which space is offered meets the means of egress, automatic fire sprinkler system, and fire alarm system requirements of the lease.
- C. Include as a specific obligation in its lease proposal that improvements to bring the building into compliance with the lease requirements will be completed prior to acceptance of the space.

#### 2.05 SECURITY (JUN 2012)

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- A. The lease contemplated by this RLP contains building requirements and other obligations relating to security. See the attachments to the Lease titled "Security Requirements" and "Security Unit Price List." The Government determines security levels, requirements and standards for facilities and agency spaces based upon tenant agency mix, use of the space, size of space, number of employees, location of the facility, configuration of the site and lot, and public access into and around the facility.
- B. To be eligible for award, the offeror must provide a pre-lease building security plan with its offer that addresses its compliance with the lease security requirements.
- C. The security unit price list includes various improvements, services and permissions by the Lessor and the Government. Each item is classified as part of the shell or tenant improvements or building-specific security. Offeror shall complete the form and submit it as part of its offer. There shall be no charge to the Government for any items that already exist in the offered building or facility.

#### 2.06 ENERGY INDEPENDENCE AND SECURITY ACT (SUCCEEDING) (SEP 2013)

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- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required

energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at [WWW.ENERGYSTAR.GOV](http://WWW.ENERGYSTAR.GOV).

- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
  2. The agency will remain in a Building it currently occupies;
  3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
  4. The Lease is for 10,000 RSF or less.
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their Lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:
1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (ECMS).
  2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking – Shell (Succeeding)" for required specifications. Existing lighting systems must be upgraded to meet required specification unless Offeror can demonstrate, using the Building Upgrade Value Calculator discussed below, that modifications to meet the lighting specifications are not cost effective over the Firm Term of the Lease.
  3. Building Envelope Modifications.  
Note: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."
- E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the property owner by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the property owner through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [www.energystar.gov](http://www.energystar.gov). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator ([http://www.energystar.gov/financial evaluation](http://www.energystar.gov/financial%20evaluation)) are tools, which can be useful in considering energy efficiency and conservation improvements to Buildings.
- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

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## SECTION 3                      HOW TO OFFER

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### 3.01    GENERAL INSTRUCTIONS (JUN 2012)

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- A.        Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.  
            Attention Steven Moya or Harold Robbins.

**Lease Proposal Package**

No later than [1600] [CST] on the following date at the following designated office and address:

Date:                      08/11/2014  
Office:                    NCO 17, Contracting Office  
Address:                 2002 Scott BLVD, Temple, TX 76504

\*\* Utilize shipping that provides services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

**Request for Information**

No later than [1600] [CST] on the following date at the following address:

Date:                      07/31/2014  
Office:                    NCO 17, Contracting Office  
Address:                 2002 Scott BLVD, Temple, TX 76504

Or electronic mail address: [steven.moya@va.gov](mailto:steven.moya@va.gov)

### 3.02    RECEIPT OF LEASE PROPOSALS (SEP 2013)

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- A.        Offeror is **NOT** authorized to transmit its lease proposal as an attachment to electronic mail.
- B.        In addition to one (1) paper copy the Lessor **shall provide** one (1) digital copy on CD or DVD of the completed lease proposal package.
- C.        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.
- D.        Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.
- E.        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. Such Government contractors shall be required to protect the data from unauthorized disclosure.

### 3.03    PRICING TERMS (SUCCEEDING) (SEP 2013)

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Offeror shall provide the following pricing information with its offer:

- A.        GSA Form 1364-S, Proposal to Lease Space. Complete all sections of the 1364-S, including, but not limited to:

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
  2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area build out, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
  3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364-S, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
  4. The annual rental rate per ABOA and RSF to amortize Tenant Improvements. This shall be all alterations as described and defined in the RLP and Lease for the Space above the Building shell and BSAC build-out. Such amortization shall be expressed as a rate per ABOA and RSF per year.
  5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.
  6. 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 shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.
  7. 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.
  8. Adjustment for Vacant Leased Premises. NOTE: Refer to the Lease document for additional guidance.
  9. Rent concessions being offered either on the GSA Form 1364-S Proposal to Lease Space or in separate correspondence.
- B. Completed form 1217 Lessor's Annual Cost Statement. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 31(a), and if GSA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 31 (b).
- C. Security Unit Price List. The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements, or BSAC. There shall be no charge to the Government for any items that already exist in the offered Building or facility. D. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.

### 3.04 ADDITIONAL SUBMITTALS (SUCCEEDING) (SEP 2013)

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Offeror shall also submit with its offer the following:

- A. GSA Form 3518, Representations and Certifications. Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.
- B. Evidence of ownership or control of Building.

- C. The Offeror must have an active registration in the Central Contractor Registration (CCR) database, now 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.
- D. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in D.1, unless the Building meets either exemption in D.2 or D.3 below.
1. FPLS Submittal Information
    - a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
    - b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
    - c. 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).
    - d. 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.
  2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in D.1 above.
  3. If the Offeror provides a Building C of O obtained under any edition of the IBC, and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to GSA the FPLS Submittal Information listed in D.1.a through D.1.d above.
- E. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.
- F. An asbestos management plan, if the offered Building contains asbestos-containing materials.
- G. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet G.1 through G.5 noted below.
1. All plans submitted for consideration shall 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 shall 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.
  2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program, which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
  3. Photo static copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.

4. Plans shall 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 shall meet local code requirements for issuance of occupancy permits.

5. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA 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. Additional egress corridors required by the tenant agency's layout will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

- H. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date (Succeeding)" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building, which have exclusive rights in the Building.
- I. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:
1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
  2. Offeror's falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
  3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
  4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per subparagraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
- J. Evidence of seismic safety compliance as required in Section 2 of this RLP.
- K. If the Offeror requests any deviations, all deviations must be documented on Form 1364-S in block labeled "Additional Remarks or Conditions with Respect to this Offer." GSA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

### 3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SUCCEEDING) (APR 2011)

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The TIs for this requirement shall consist of the following:

Repainting of the leased Premises in accordance with the "Painting — TI" paragraph in Section 5 of the Lease.

Re-carpeting of the leased Premises in accordance with the "Floor Coverings and Perimeters (Succeeding)" paragraph in Section 5 of the Lease.

Other—\_\_\_\_\_

All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

### 3.06 THE LEGAL DESCRIPTION OF THE PROPERTY AND TAX ID NUMBER

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Associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered property. The offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in real estate tax adjustment" paragraph of the lease.

### 3.07 CAD FILE

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- A. First generation plans, scaled at 1/8" - 1'-0" (preferred) of the entire floor or floors for which space is being offered and a plan of the floor of exit discharge.
- B. All plans submitted for consideration shall 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.
- C. A Computer Aided Design (CAD) program shall have generated all plans submitted for consideration, which is compatible with the latest release of CAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM separate that of the complete Lease package. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.
- D. Photo static copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this RLP shall be indicated
- E. Plans shall 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 shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
- F. Government will review all plans submitted to determine if an acceptable level of safety is provided. In addition, Government 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. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.
- G. As provided in the "Amount and Type of Space and Lease Term" paragraph in the RLP, advise whether there are existing vending facilities in the offered building, which have exclusive rights in the building.
- H. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
- I. Offeror's falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
- J. If no cost-effective improvements can be made, the offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable,

- K. If the offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled “Energy Independence and Security Act,” then the offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
- L. If the offeror requests any deviations, all deviations must be documented on Form 1364-S in block labeled “additional remarks or conditions with respect to this offer”. Government at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the offeror requests any deviations, Government at its sole discretion will make the decision whether to accept the deviation.
- M. Include evidence of seismic safety compliance as required in Section 2 of this RLP.

### 3.08 TENANT IMPROVEMENTS INCLUDED IN OFFER (SUCCEEDING) (APR 2011)

- A. The TIs for this requirement shall consist of the following but not limited to and are understood to be fact by the Lessor as defined in Form L202 lease and throughout the RLP:
- B. Repainting of the leased premises reference, SECTION 6 of Form L202.
- C. Re-carpeting of the leased premises, SECTION 6 of Form L202.
- D. Annually. Shampoo carpets in all offices and other non-public areas. Lessor shall send notification to the LCO of requirement completion. SECTION 6 of Form L202.
- E. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order number annotated on a SLA for works to begin. Works shall not begin unless a SLA is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).
- F. The Lessor shall complete the following additional building improvements in accordance with the below Exhibits prior to acceptance of the space:
  - 1. Exhibit A.2 - Alarm System Requirements
  - 2. Exhibit A.3 - IT Room Requirements
  - 3. Exhibit A.4.1 - Signage Requirements
  - 4. Exhibit A.5 - Pre-lease Building Security Plan
  - 5. Exhibit A.7 - Fire Prelease Cert Checklist
- G. All TIs required by the Government for occupancy shall be performed by the successful offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

### 3.09 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced lease as part of the rental consideration. Complete enclosed document GSA Form 1217. Continuation sheets may be used.

The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached lease document. The offer shall 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. Request for a full service lease: Electricity, gas, water, sewer, fire – intrusion – panic alarm, janitorial, landscaping, and non-furnished.

### 3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (SUCCEEDING) (SEP 2013)

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- A. The Building Specific Amortized Capital (BSAC) amount is \_\_\_\_\_ per ABOA SF. The BSAC shall be used for the build-out of security-related improvements in the Building. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.
  - B. The BSAC shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the security countermeasures. 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 or TI shall be included in the BASK pricing.
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## SECTION 4 METHOD OF EVALUATIONS / AWARD

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### 4.01 NEGOTIATIONS (SUCCEEDING) (JUN 2012)

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Negotiations may be conducted on behalf of the Government by the Government LCO or designated representative. When negotiations are conducted, Government will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the LCO or their designee.

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

### 4.02 AWARD & EVALUATIONS (SEP 2013)

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- A. Offers will be evaluated on the basis of their:
  - a. Technical Quality Architectural Concept:
    - i. (1) Architectural Concept
    - ii. Building Design
      - 1. Floor plans of the offered space in CAD on CD or DVD
    - iii. Promotion of Energy Efficiency and Use of Renewable Energy
    - iv. Degree of Access to Major Highways and Public Transportation
    - v. Compatibility of Surrounding Land Usage
    - vi. Degree of Access to Shopping and Eating Establishments
    - vii. Parking
  - b. Space Availability
    - i. Build Out Schedule
    - ii. Condition of existing space
    - iii. Construction Schedule
  - c. Past Performance
    - i. Contracts and subcontracts performed for the Federal Government, State and local government agencies, and commercial customers completed during the last three (3) years. Offeror shall submit a list of references, including name of property, point of contact, address, and telephone number.
    - ii. List past or pending litigation for your company, your company under previous names, and your parent company. Also, list contract terminations in the past 24 months under your current name, previous names and parent company.
  - d. Price

- B. To document the agreement between the parties, the successful Offeror and the Government LCO will execute a lease prepared by Government, which incorporates the agreement of the parties. The lease shall consist of the following if applicable:
- a. Offer includes fully completed RLP
  - b. Offer includes fully completed GSA Form 1364, Proposal to Lease Space
  - c. Offer includes fully completed GSA Form 1217, Lessor's Annual Cost Statement
  - d. Offer includes fully completed GSA Form 3517, General Clauses
  - e. Offer includes fully completed GSA Form 3518, Representatives and Certifications
  - f. Offer includes fully completed Davis-Bacon Act Wage Determination
  - g. Offer includes fully completed Schedule B to include pricing
  - h. Offer does not take exception to any critical RLP terms and conditions
  - i. Offer does not impose any critical additional conditions to RLP
  - j. Offer includes certification of funds for build-out costs IAW GSA Form 1364
  - k. Offer includes certification of Authorized Agent for property owner
  - l. The pertinent provisions of the offer.
- C. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful offeror.
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## **SECTION 5      ADDITIONAL TERMS AND CONDITIONS**

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- A. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless a Government purchase Order is provided by the LCO.
- B. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).
- C. Correspondence from the Government shall be addressed in a timely manner via phone or electronic mail. The expectation of the Government is 48 hours or less.
- D. Two (2) sets of keys for every lock (interior & exterior) shall be presented to the Government upon acceptance of space.
- E. A separate key cut shall be cut for six (6) rooms to be determined after lease award. Each keying is required to be different for security reasons. The six (6) keys do include the information technology room separate keys. Additional keys may be required at a cost to the Government.
- F. Lessor to provide most current HVAC load test. If a build out is to occur a plan of action addressing circulation patterns and HVAC system specifications shall be presented for review and analysis.
- G. Photo static or sketches are to be provided of all exterior entrances and windows.
- H. The Government will utilize the lessors work order system in place. For work, not covered under this section and or delineated in the lease the Government shall utilize a bilaterally signed Supplemental Lease Agreement (SLA). Under no circumstances shall the Lessor perform work outside the scope of this lease without written approval from LCO or authorized Government contracting official.
1. Once a project is identified by the LCO or authorized Government contracting official the Lessor shall make every effort to solicit at least two (2) sources.
  2. Any work or ordering shall not start until a SLA is bilaterally executed.
  3. The Lessor shall be responsible for quality assurance and quality control of all works performed.

4. All warranty documents, product literature, manuals and packaging shall be presented to the Government contracting official.