

**VA REQUEST FOR  
LEASE PROPOSALS  
NO. VA248-15-R-0635  
Jacksonville Interim  
Lease Jacksonville,  
FL. – 4/21/2015**

Offers due by  
**5/25/15**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:30 pm EASTERN STANDARD TIME** 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 to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

*The information collection requirements contained in this Solicitation/Contract, that are not required by the 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.*

**STANDARD RLP  
GSA FORM R101C (09/13)**

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## SECTION 1 STATEMENT OF REQUIREMENTS

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### 1.01 GENERAL INFORMATION (JUN 2012)

A. The North Florida/South Florida Healthcare System is requesting a full-service Lease Proposals (RLP) for clinical/medical space in Jacksonville, Florida. A full service lease is negotiated with the Lessor for him/her to perform all services relative to a leased space, such as Janitorial, Alarm monitoring, Pest Control Service, Cable TV Services, Trash Removal Services, Landscaping Maintenance, all utilities, and Building Maintenance.. This Request for Lease Proposal (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a lease form (**GSA Form L201C**) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a VA Proposal to Lease Space (**GSA Form 1364-STANDARD**) 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 L201C**). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364C into the lease form, and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an 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 and date 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 LCO executes the Lease and delivers a signed copy to the Offeror.

### 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (SEP 2013)

The Government is seeking a minimum of 19,000 to a maximum of 20,254 Net Usable Square Feet (NUSF) of space within the Area of Consideration set forth in Section 1.03 below. Contiguous space is preferred, followed by single building multiple floors, followed by multiple buildings within a complex, business center or similar. It is required that only one lessor provides all the space(s), therefore multiple awards to various Lessors will not be made. The VA will accept the NUSF in phases\* to obtain the 19,000 to 20,245. The VA seeks space as soon as possible and must have the total by 12 Sept 2015. Lessors that cannot provide 19,000 to 20,245 by 12 Sept 2015 are encouraged to submit what spaces they do have available and when available.

\*Phased spaces suitable for immediate occupancy for "clinical purposes" (See Lease document Definition 2.01) on or before Sept 12, 2015. The remaining space will be build-out to meet clinical needs.

A. The Space shall 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 LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will be completed by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

**B.** The Government requires 135 surface/outside parking spaces reserved for exclusive use, of which 10 shall be American with Disability Act (ADA) compliant. If the local governing authority indicates a different number of spaces, then provide the greater of the two. These spaces must be secured and have lighting in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

**C.** The lease term will be a total of 6 six years firm. Government termination rights apply, in whole or in part, effective at any time after Year 2 of the Lease, by providing not less than 90 days' prior written notice.

Notwithstanding anything to the contrary contained in this Lease, after completion of Year 2 of the Lease, the Government may terminate this Lease, in whole 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 owed to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.

**G.** Occupancy is required in accordance with the schedule outlined in the Schedule for Completion of Space paragraph under the Lease.

### **1.03 AREA OF CONSIDERATION (JUN 2012)**

The Government requests Space in an area bounded as follows:

**North: Intersection of CR-102 and I-95**

**South: Intersection of CR-210 and I-95**

**East: I-285**

**West: CR-23**

Buildings that have frontage on the boundary streets are deemed to be within the delineated Area of Consideration.

### **1.04 NEIGHBORHOOD, PARKING, LOCATION, AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013)**

**A. INSIDE CITY CENTER:** Space shall 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 shall be well maintained. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet of the main entrance of the offered Building. Other services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet of the main entrance of the offered Building. Public or campus bus lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 1,320 feet. Amenities must be existing or the Offeror shall demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

### **1.05 LIST OF RLP DOCUMENTS (SEP 2013)**

The following documents are attached to and included as part of this RLP package:

| DOCUMENT NAME                                    | No.<br>OF<br>PAGES | EXHIBIT  |
|--|--------------------|----------|
| Lease No. <b>VA248-13-L-0070</b> (Form L201A)    | <b>57</b>          | <b>A</b> |
| GSA Form 3516, Solicitation Provisions           | <b>5</b>           | <b>B</b> |
| GSA Form 3517B, General Clauses                  | <b>40</b>          | <b>C</b> |
| Proposal to Lease Space (GSA Form 1364C)         | <b>2</b>           | <b>D</b> |
| GSA Form 1217, Lessor's Annual Cost Statement    | <b>2</b>           | <b>E</b> |
| GSA Form 3518 Representations and Certifications | <b>8</b>           | <b>F</b> |
| Space Plan                                       | <b>2</b>           | <b>G</b> |
| Davis Bacon Wage Determination-Duval County      | <b>3</b>           | <b>H</b> |
| Master Tenant Improvement Sheet (Master TIC)     | <b>Excel</b>       | <b>J</b> |
| Past Performance Questionnaire                   |                    | <b>K</b> |

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

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

#### 1.07 LEASE DESCRIPTION (SEP 2013)

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.

The Lease contemplated by this RLP includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- E. Security Requirements.
- F. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per net usable square feet (NUSF). Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of 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 construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out 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 and a final price for TIs is negotiated 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.

The security pricing process is described in a separate paragraph.

Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and 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 of the Lease.

Offerors are 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.

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

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed Tenant Improvements. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, 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.

#### **1.09 PRICING OF SECURITY REQUIREMENTS (SEP 2012)**

See Section 5.09 PHYSICAL ACCESS CONTROL SYSTEM (PACS) AND SECURITY CAMERA SYSTEM of the GSA Form L201CLease

#### **1.10 INSPECTION—RIGHT OF ENTRY (JUN 2012)**

**A.** At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), 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 RLP and its attachments, which purposes shall include, but not be 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 which 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.

**B.** 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. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

### **1.11 AUTHORIZED REPRESENTATIVES (JUN 2012)**

With respect to all matters relating to this RLP, only the Government's LCO 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 LCO.

**Lease LCO:**

**Earnest Jackson, Jr.**

James A. Haley VA Hospital, Contracting, 8875 Hidden River Parkway, Suite 560, Tampa , FL. 33637

Office Phone: (813) 903-2488

Fax: (813) 631-3350

Email Address: [earnest.jackson@va.gov](mailto:earnest.jackson@va.gov)

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

**Alternate Government Contact:**

**Mike Spann**Malcolm Randall VA Medical Center

1601 SW Archer Road, Gainesville, FL 32608

Office Phone: (352) 379-4103

Cell Phone: (352-745-6598

Email Address: [MICHAEL.SPANN2@VA.GOV](mailto:MICHAEL.SPANN2@VA.GOV)



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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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### **2.01 EFFICIENCY OF LAYOUT (AUG 2011)**

A. In order to be acceptable for award, the offered Space shall provide for an efficient layout as determined by the LCO.

B. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the NUSF offered, if it does not exceed the maximum NUSF in this RLP offer package. If the Offeror is already providing the maximum NUSF and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

### **2.02 FLOOD PLAINS (JUN 2012)**

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

**2.03** INTENTIONALLY DELETED

**2.04** INTENTIONALLY DELETED

**2.05** INTENTIONALLY DELETED

### **2.06 ASBESTOS (JUN 2012)**

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.

### **2.07 ACCESSIBILITY (SEP 2013)**

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror shall either:

1. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
2. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

**2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)**

The Lease contemplated by this RLP contains Building requirements for Means of Egress and Fire Alarm System. In order to be eligible for award, Offeror shall either:

1. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress and Fire Alarm System 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.

**2.09 INTENTIONALLY DELETED**

**2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror shall provide all known previous use of the Building.
- C. Offeror shall indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

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## SECTION 3 HOW TO OFFER

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### 3.01 GENERAL INSTRUCTIONS (JUN 2012)

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.

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

**A.** Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal 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 received at, the VA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

**B.** In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **4:30PM-EST** on the following date at the following designated office and address:

**Date:** May 25th, 2015  
**Office:** James A. Haley V.A. Hospital – Network Contracting Office  
**Address:** 8875 Hidden River Parkway, Suite 560, Tampa, FL 33637

2. No later than **4:30PM-EST** on the following date at the following email address:

**Date:** May 25th, 2015  
**Email address:** earnest.jackson@va.gov

**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 transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

**E.** 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.

**D.** 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 (SEP 2013)

Offeror shall provide the following pricing information with its offer:

A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.

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

1. A fully serviced Lease rate (gross rate) per NUSF, clearly itemizing the total Building shell Rental and operating costs.

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, insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the NUSF offered as required in this RLP.

3. The annual cost per NUSF 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 1364C, Proposal to Lease Space, and Form 1217) for determining the Net Usable Square Feet rate.

4. A fully serviced Lease rate per NUSF for that portion of the lease term extending beyond the Firm Term.

5. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.

6. Lessors fee 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

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. INTENTIONALLY DELETED

#### 3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

#### 3.05 INTENTIONALLY DELETED

#### 3.06 ADDITIONAL SUBMITTALS (SEP 2013)

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. Satisfactory evidence of at least a conditional commitment of funds** in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.

**C. Evidence that the Property is zoned 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 if the same have not been received at the time of submission of offers.

**D. Evidence of ownership or control of Building or site**. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

**E. 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 shall submit a fully executed copy of the written agreement with its offer, together with 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 other form of documentation satisfactory to the LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.

**F. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award**, Offeror shall submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at [www.nps.gov/nr](http://www.nps.gov/nr).

**G. If there is a potential for conflict of interest because of a single agent representing multiple owners**, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

**H.** The Offeror shall 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](https://www.acquisition.gov)**, prior to final proposal revisions. This registration service is free of charge.

**I. 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.

**J. A plan and short narrative** as necessary to explain how the Offeror will meet the parking requirements.

**K. The architectural plans for modernization**, if the offered Building is not a modern office Building.

**L. An asbestos management plan**, if the offered Building contains asbestos-containing materials. If space has zero asbestos provide confirmation of zero asbestos.

**M. First generation plans scaled at a minimum of 1/8" = 1'-0"** (preferred) shall be submitted for review and consideration and meet M.1 through M.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. Also, submit drawings in .pdf format. Drawings shall be printable in nominal sheet size of 30" X 42". Clean and purged files shall be submitted on CD-ROM. Provide four (4) each hard copies of plans, 30" X 40" nominal size. 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. 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. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA 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 NUSF. The required corridors may or may not be defined by ceiling-high partitions, unless required by governing authority. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the NUSF for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF that the most efficient corridor pattern would have yielded.

**N. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph** in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

**O.** Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.

**P.** If the Offeror requests any deviations, all deviations must be documented on Form 1364C in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations shall be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

### **3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)**

**A. The tenant improvement allowance is \$55.00 per NUSF** (TIs are the finishes and fixtures that

typically take Space from the shell condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the Offeror and shall be reimbursed lump sum after Government acceptance. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

**B.** The Offeror's detailed cost estimate shall 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 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 BUILD-OUT PRICING.**

**3.08** INTENTIONALLY DELETED

**3.09** INTENTIONALLY DELETED

**3.10 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)**

**THE PREFERRED RENTAL ADJUSTMENT METHOD IS A FIXED RATE FOR EACH TERM THAT INCLUDES ESTIMATED INCREASE IN OPERATING COSTS, REAL ESTATE TAXES, AND INSURANCE THAT THE OWNER MAY INCUR**

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 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.

**3.11** INTENTIONALLY DELETED

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## **SECTION 4 METHOD OF AWARD**

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### **4.01 NEGOTIATIONS (JUN 2012)**

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA 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. The LCO or their designated representative will conduct oral or written negotiations with all Offerors. The LCO may establish a competitive range and will be based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

### **4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2013)**

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364C - STANDARD, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.



#### **4.03 OTHER AWARD FACTORS (JUN 2012)**

A. This Lease is being evaluated for award on a TRADEOFF basis. This means that a full qualitative analysis will be undertaken by the VA's evaluation team to identify the proposed offer that is most advantageous to the Government, price and other factors considered.

B. The tradeoff factors of I. technical rating, II. technical risk, and III. past performance when combined is significantly more important than price. (Definitions are listed below).

C. The following award factor(s) will be considered in the order of importance:

##### **I. Technical Rating**

###### **Sub-Factor I**

###### **Date of Occupancy**

Describe how your firm will meet the date of Occupancy using the Test Fit (2.01 of the RLP Efficiency of layout) and a Critical Path Method (or similar) to propose date of occupancy.

###### **Sub-Factor II**

###### **Quality of Location:**

**Describe in a narrative and or visual manner how your building can exceed these minimum requirements.**

A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet. Other services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet of the main entrance of the offered Building. Public or campus bus lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 1,320 feet. Amenities must be existing or the Offeror shall demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

###### **Sub-Factor III**

###### **Building Design:**

**The following will be submitted in accordance with the directions in, 2.08 & 2.10.**

2.08 Fire protection, Egress and Life Safety: building meets regulations for means of egress and Fire Alarms. 2.10 Environmental Considerations

###### **Sub-Factor IV**

###### **Additional Submittals (Section 3.06 in the RLP)**

**The following will be submitted in accordance with the directions in the subsections listed below J, L & M.**

J Parking: A plan and short narrative to explain how the Offeror will meet the parking requirements.

L. An asbestos management plan, if the offered Building contains asbestos-containing materials.

M. First generation plans scaled at a minimum of 1/8" : shall be submitted for review and consideration (M.1 through M.5). The architectural plans for modernization, if the offered Building is not a modern office Building. If the building is modern provide documentations.

##### **II. Technical Risk Rating**

Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance.

### **III. Past Performance**

Past performance, information will be obtained through the questionnaires tailored for this acquisition. Send out at least 3 (three) performance questionnaires to lessor of relevancy to include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

### **IV. Price**

If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in accordance with the evaluation factors and the applied price preference, and award made to the offer determined to be most advantageous to the Government. The LCO shall document his/her application of the price preference and further consideration of the offers under this sub-paragraph.

If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

### **Description of Ratings:**

In order of importance:

#### **Technical Rating**

The offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the offeror's technical solution for meeting the Government's requirement. The risk rating considers the risk associated with the technical approach in meeting the requirement.

#### **Technical Risk Rating**

Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance.

#### **Past Performance Evaluation**

The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements. See FAR 15.305. Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition.

Past performance information shall be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), and information obtained Contracting Officer.

The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

#### **4.04 AWARD (SEP 2013)**

**A.** To document the agreement between the parties, the successful Offeror and the VA LCO will execute a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. **VA248-13-L-0070** and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. GSA Form 3518, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.

**B.** 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.