

**US Department of
Veterans Affairs
Request For Lease
Proposal (RLP)
VA69D-14-R-0262
Elgin, Illinois
(Revision A00002)**

**Offers due by
07/02/2015**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:00 PM, Central Standard Time (CST)** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

**ISSUED:
JUNE 03, 2015**

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 (09/14)**

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REQUEST FOR LEASE PROPOSALS NO. VA69D-14- R-0262

June 03, 2015
STANDARD RLP GSA FORM R101C (September 2014)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (JUN 2012)

A. This Request for Lease Proposals (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 Proposal to Lease Space (GSA Form 1364C-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)

A. The Government is seeking a maximum of **9,999** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. 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 complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

C. The Government requires **75** surface/outside parking spaces, reserved for the exclusive use of the Government. Of these 75 spaces, **9** must be fully ADA accessible and **11** must be reserved for persons with disabilities. ADA and reserved parking must be located in close proximity to the main entrance. These spaces must be secured and lit 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.

D. 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.

E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, 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. The lease term shall be **10 Years, 5 Years Firm**, with Government termination rights, in whole or in part, effective at any time after the Firm Term of the Lease by providing not less than **90 days'** prior written notice.

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 Boundary: South side of Dundee Street (IL 72)
South Boundary: North side of Elgin Bypass (U.S. 20)
East Boundary: West side of Sutton Road (IL 59)
West Boundary: East side of the Western boundary of Illinois Congressional District 8

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. Space shall be located in a prime commercial medical office or 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. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every **133** RSF of Space, but in any case shall minimally meet the requirements in paragraph 1.02 C above. 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 2,640 feet (walkable 1/2 mile) of the employee entrance of the offered Building, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding 2,640 feet (1/2 mile) of the employee entrance of the offered Building, as determined by the LCO. One or more public bus line stops shall be located within the immediate vicinity of the Building, but generally not exceeding 500 feet of the main entrance, as determined by the LCO. Amenities must be existing, or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.05 LIST OF RLP DOCUMENTS (SEP 2013)

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

DOCUMENT NAME	EXHIBIT
Lease No. VA69D-14-L-0125 (Form L201C)	A
Proposal to Lease Space (GSA Form 1364C)	B
Schedule B-Equipment Requirements	C
TICS Table	D
Military Standard 1691	E
Security Requirements for Level II ¹	F
Security Unit Price List	G
GSA Form 3516, Solicitation Provisions	H
GSA Form 3517B, General Clauses	I
GSA Form 3518 Representations and Certifications	J
GSA Form 1217, Lessor's Annual Cost Statement	K
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	L
VCT Concept Floor Plan	M
CBOC Design Guide	N

¹The Interagency Security Committee's "Security Standards for Leased Space" guidance is provided as Exhibit F and lists the security standards for FSL levels I through IV. FSL level II applies to this lease and the requirements are described beginning on page 12 of Exhibit F. Security Guards services **are not** required for this lease.

1.06 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO or designee. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP. All amendments must be acknowledged by the offeror prior to proposal due date and time. Offerors who do not acknowledge all amendments prior to the proposal due date and time may be removed from the competition.

In the event a competitive range is established, Offerors must acknowledge all amendments issued between the time of initial proposal due date and time and due date and time for Final Proposal Revisions (FPR's). Offerors failing to acknowledge these amendments may be removed from the competition.

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 with the exception of janitorial services, which will be contracted separately by the Government. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. 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 TIs. 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. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.09 PRICING OF SECURITY REQUIREMENTS (SEP 2012)

A. This proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she shall amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.10 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

1.11 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.

1.12 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.

Main Government Contact:

Arleen Reid
115 S. 84th Street, Suite 101
Phone: (414) 844-4848
ARLEEN.REID@VA.GOV

Lease LCO:

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SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

A. In order to be acceptable for award, the offered Space must 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 ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage 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 HISTORIC PREFERENCE (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.

2. A non-historic developed or undeveloped site within a Historic District.

3. A Historic Property outside of a Historic District.

2.04 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.

2.05 ACCESSIBILITY (SEP 2013)

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

A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements; or

B. 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.

2.06 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

- A. 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; or
- B. 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.

2.07 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2013)

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, VA 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.

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 (EMCS).
- 2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking – Shell" for required specifications.
- 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 landlord 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 landlord 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 WWW.ENERGYSTAR.GOV (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at WWW.ENERGYSTAR.GOV. The ENERGY STAR® Building Upgrade Manual (WWW.ENERGYSTAR.GOV) and Building Upgrade Value Calculator (WWW.ENERGYSTAR.GOV evaluation) 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.

2.08 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 must provide all known previous use of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

2.09 VETERAN CENTERED CARE (VCT) DESIGN PRINCIPLES (SEP 2014)

The Department Of Veterans Affairs has issued national objectives regarding VCT, which are listed below (not in order of priority).

- A. Honor Veteran's expectation of safe, high quality, and accessible care.
- B. Enhance the quality of human interactions and therapeutic alliances.
- C. Solicit and respect the Veteran's values, preferences and needs.
- D. Systematize the coordination, continuity and integration of care.
- E. Empower Veterans through information and education.
- F. Incorporate the nutritional, cultural and nurturing aspects of food.
- G. Provide for physical comfort and management of pain.
- H. Ensure emotional and spiritual support.
- I. Encourage involvement of family and friends.
- J. Provide an architectural layout and design conducive to health and healing.
- K. Introduce creative arts into the healing environment.
- L. Support and sustain an engaged workforce as key to providing VCC.

In order to meet these national objectives, the Department of Veterans Affairs has developed Veteran Centered Care Design Principles, which are described below. This is not an exhaustive list, however potential Lessors are encouraged to incorporate these and other ideas into their architectural concept and building design in order to create a Veteran Centered Care environment.

EXAMPLES OF VETERAN CENTERED CARE DESIGN PRINCIPLES:

- Design to use technology to enhance the experience of care
- Design to enable the establishment and support of social networks and to provide family friendly environments (e.g., size the waiting area for wide bodied chairs with comfortable spacing between chairs, provide for layout that can allow for varying seating arrangements within the space)
- Utilize a pod/teamlet concept when designing the space (see attached example, but be creative in meeting this base requirement.)
- Design logical separation of critical staff areas from patient spaces and promote convenient patient circulation.
- Maximize day lighting and other natural lighting sources.
- Minimized glare through the use of reflective and indirect lighting
- Promote a healing environment through the use of architectural and creative features (e.g., integration of art work, water features, healing gardens, and therapeutic areas into the design concept, where these are appropriate)
- Consider the physical hierarchy of building zones and create a soothing environment through the use of design features and material selections
 - Public zones: include but are not limited to building entries, lobbies, adjacent circulation, vertical lobbies, spiritual space, conference and registration areas
 - Patient zones: include but are not limited to all areas where patients circulate or which they occupy while they are receiving care (e.g., departmental entries, waiting areas, consultation rooms, exam and treatment spaces)
 - Staff zones: include but are not limited to, offices, work rooms, employee break areas, conference rooms, medication rooms, supply, utility and storage rooms

- Service zones: include but are not limited to building support spaces (e.g., telecommunications, electrical), utility spaces, etc.
- Consider the use of ceiling coves or other architectural features that provide a positive distraction and/or indirect lighting in areas where patients are waiting or recovering
- Wayfinding symbols and lettering should be chosen with an aging Veteran population in mind (e.g., use of contrasting colors in signage and larger formats). Provide intuitive wayfinding.
- Minimize surface reflected acoustics through the use of soft and/or textured surfaces
- Minimize noise levels from mechanical systems through proper application of AIA and ASHRAE noise criteria
- Provide an environment that feels close to nature with access to the outside world
- Architecture should be timeless with no sense of interior design fads
- Use earth-tone neutral colors with organic shapes influenced by nature.
- Use architectural elements and finishes to create a memorable experience.
- Design lighting which is functional and enhances the visual appeal of the environment. Public area lighting should be decorative and enhance the image of the program. Patient area lighting should be sufficient to allow medical exams, but also have an option to be dimmed for a more home-like setting.

SECTION 3 HOW TO OFFER

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 **4:00 PM CST** on the following date at the following designated office and address:

Date: July 02, 2015

Office: VHA, Network Contract Office 12, ATTN: Ms. Arleen Reid

Address: 115 S. 84th Street, Suite 100, Milwaukee, WI 53214

2. No later than **4:00 PM CST** on the following date at the following email address:

Date: July 02, 2015

Email Address: ARLEEN.REID@VA.GOV, **with copies to:**

JAMES.HEDMAN@VA.GOV and JEFFREY.REED2@VA.GOV

C. E-mail submissions are allowable and encouraged. However, Offerors are cautioned that the Government e-mail system limits attachment size to a total of 10 MB per e-mail. Any e-mails 10 MB or larger should be split into smaller attachments and sent as separate e-mails. E-mails should have the RLP identification number (VA69D-14-R-0262) in the subject line. For multiple e-mails, Offerors must identify separate e-mails as follows: VA69D-14-R-0262; 1 of 2, VA69D-14-R-0262; 2 of 2, etc.

D. 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.

E. 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.

F. 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.

G. 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 1364C-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 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 buildout, 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 1364C, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
4. The annual rent to amortize the Tenant Improvement Allowance (TIA). Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. The TIA, which is to be provided by the Lessor to the Government for TIs, shall be made available at lease execution. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
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. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
10. Rent concessions being offered. Indicate either on the GSA Form 1364C Proposal to Lease Space or in separate correspondence.
11. 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 25.b., and if VA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to VA's Broker reflecting the agreement between Offeror and VA's Broker, shall be entered in block 25.a.

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 VA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.

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 ADDITIONAL SUBMITTALS (SEP 2014)

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 must 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.

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 must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to award. **This registration service is free of charge.**

I. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.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 VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in I.1.a through I.1.d above.
3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (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 VA the FPLS Submittal Information listed in I.1 above.

J. 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.

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

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

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

N. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet N.1 through N.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. Photostatic 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. 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 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.

O. 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.

P. 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.

Q. 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. Offerors 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 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®.
5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

R. For projects 10,000 RSF and above, a LEED®-NC Silver scorecard documenting the proposed Credits to meet Silver level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the credits proposed on the scorecard will be achieved.

S. From the entirety of available LEED Credits, the Offeror must achieve the following Credits on the project:

Water Efficiency	Credit 1	Water Efficient Landscaping - 50% Reduction
Energy and Atmosphere	Credit 3	Enhanced Commissioning
Materials and Resources	Credit 5	Regional Materials, 20% Manufactured Regionally
Indoor Environmental Quality	Credit 2	Increased Ventilation
Indoor Environmental Quality	Credit 3.2	Construction IAQ Management Plan, Before Occupancy
Innovation and Design	Credit 2	LEED® Accredited Professional

The Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.

T. LEED®-CI scorecard documenting the proposed credits to meet Certified level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.

U. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:

Water Efficiency	Credit 1	Water Use Reduction 30% Minimum Reduction
Energy and Atmosphere	Credit 1.1	Optimize Energy Performance – Lighting Power
Energy and Atmosphere	Credit 1.3	Optimize Energy Performance- HVAC
Energy and Atmosphere	Credit 2	Enhanced Commissioning
Materials and Resources	Credit 5	Regional Materials
Indoor Environmental Quality	Credit 2	Increased Ventilation
Indoor Environmental Quality	Credit 3.2	Construction IAQ Management Plan, Before Occupancy
Innovation and Design	Credit 2	LEED® Accredited Professional

The Offeror must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.

V. Evidence of seismic safety compliance as required in Section 2 of this RLP.

W. Information required under paragraph entitled "ENVIRONMENTAL CONSIDERATIONS."

X. Information required under paragraph entitled "HISTORIC PREFERENCE."

Y. 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 must 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.

3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)

A. The TI Allowance is based on ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy 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 TI Allowance 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 successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

C. The TI Allowance will be transcribed to the TENANT IMPROVEMENT ALLOWANCE paragraph of the lease and must be annotated in block 30 of GSA Form 1364C submitted with the offer.

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

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.

SECTION 4 METHOD OF AWARD

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 that are within the competitive range. The competitive range will be established by the LCO 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 BASIS FOR CONTRACT AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation by evaluating the following factors:

- Technical Quality
- Building and Design Concept
- Past Performance
- Price

Award will be made to an offeror on the basis of the best value tradeoff pursuant to FAR 15.101-1. **The Government may award without discussions with Offerors.** The Government reserves the right to conduct discussions if deemed in its best interest. Furthermore, if discussions are to be conducted the Government shall establish a competitive range. The competitive range shall be comprised of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2).

To be eligible for award, an offer must be rated no less than satisfactory on all non-price factors. The Price Factor will be evaluated in accordance with section 4.04 PRESENT VALUE PRICE EVALUATION of this RLP. As non-price factors become more comparatively equal between two or more Offerors, price will become more important.

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.

Technical Evaluation Factors

- A. The Lease will be awarded to the responsible Offeror whose offer will be most advantageous to the Government.

- B. The non-price factors listed below are of equal importance, and the combination of these factors is significantly more important than cost or price.
- C. The following award factors will be considered:

Location

Degree of Access to Major Highways and Compatibility of Surrounding Land Usage: This factor considers ease of commuting for staff and patients, ease of public transportation, and traffic safety. This factor also considers the degree to which the proposed VA outpatient clinic will be located in a neighborhood consistent with commercial office use and security of patients and personnel, as well as opportunities for linkages with other healthcare providers and social service agencies.

Building and Design Concept

Building Design refers to the technical excellence and the appropriateness of the design in meeting VA program needs and goals. VA will evaluate the plans, design concept narrative, and information obtained during the survey based upon the following, ability to accommodate the clinic layout, number and size of floors, column placement, and shape of footprint, placement of mechanical and plumbing core, and number of parking spaces provided. Building efficiency, energy conservation, functionality, and building systems are key elements to be considered.

Past Performance

The Contracting Officer will evaluate past performance to assess the risk associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by an Offeror's record of past performance under other contracts. The Contracting Officer will consider references from either inside or outside the federal government, so long as the performance is recent (within the last 5 years) and relevant (for the same or similar work).

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

IAW FAR 15.305(a)(2)(iv), In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

4.04 PRESENT VALUE PRICE EVALUATION (SEP 2013)

- A. Price will be evaluated separately from the technical evaluation factors and on a Present Value Basis as described below.
- B. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.
- C. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.
- D. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:
 - 1. Parking and ware yard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
 - 2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
 - 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
 - 4. If annual adjustments in operating expenses will not be made, the gross annual price will be discounted annually at 2.8 percent to yield a gross present value cost (PVC).

5. If annual adjustments in operating expenses will be made, the annual price, minus the base cost of operating expenses, will be discounted annually at 2.8 percent to yield net PVC. The operating expenses will be both escalated at 1.9 percent compounded annually and discounted annually at 2.8 percent, then added to the net PVC to yield the gross PVC.

6. To the gross PVC will be added:

- a. The cost of Government-provided services not included in the rental escalated at 1.9 percent compounded annually and discounted annually at 2.8 percent.
- b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
- c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 2.8 percent.
- d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
- e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364C any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.
 - i. The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.
 - ii. The underlying costs equals the TIA divided by (1 + A/E fee percentage)
 $\$300,000 / 1.05 = \$285,714.29$
 - iii. A/E fees at 5% of the underlying costs are $.05 \times \$285,714.29 = \$14,285.71$
 - iv. Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000
 - v. The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as $\$300,000 \times .05 = \$15,000$.
 - vi. The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.
 - vii. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of **50** hours of overtime HVAC per year for the Space. This cost will be discounted annually at 2.8 percent.

7. The sum of either sub-paragraphs 4 and 6 or sub-paragraphs 5 and 6, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

The discount and escalation rates above are calculated using OMB Circular A-94, Appendix C and can be found at [HTTP://WWW.WHITEHOUSE.GOV/OMB/CIRCULARS_A094/A94_APPX-C](http://www.whitehouse.gov/omb/circulars/A094/A94_APPX-C). The rates used are:

1. Discount Rate: 10-Year Nominal Interest Rate on Treasury Notes and Bonds of Specified Maturities.
2. Escalation Rate: 10-Year Nominal Interest Rate on Treasury Notes and Bonds of Specified Maturities minus the 10-Year Real Interest Rate on Treasury Notes and Bonds of Specified Maturities.

E. 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 subparagraph.

F. The Government is limited by law (41 C.F.R. § 102-73.55) to pay no more than the appraised fair rental value for space.

4.05 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. VA69D-14-L-0125 and any associated Lease amendments.
2. Floor plans of the offered Space
3. Parking Plans
4. Operations and Maintenance Plan
5. Schedule B – Equipment Requirements
6. Security Unit Price List
7. TICS Table
8. GSA Form 3517B, General Clauses.
9. GSA Form 3518, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
10. Small Business Subcontracting Plan (If Applicable)

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.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 GOVERNMENT PURCHASE CARDS

During the term of the lease, the Lessor must accept the Government Purchase Card as a payment vehicle for minor purchases related to the lease. Purchase limits are up to the micropurchase thresholds established by federal regulation. Currently those limits are:

\$2,000.00 for construction

\$2,500.00 for services

\$3,000.00 for supplies and equipment

5.02 OPERATIONS AND MAINTENANCE (O&M) PLAN

MAINTENANCE BY LESSOR

This lease will require the Lessor to maintain the building, building equipment and systems, and the exterior premises over the term of the lease in accordance with the Lease. The Government requires assurance that the building will be kept in good condition with high quality, professional management and maintenance over the full term of the lease. Consequently, the proposed O&M Plan for the building will be carefully evaluated.

Offerors shall submit O&M Plan with initial offers. The O&M Plan shall describe the organization and structure the workforce of both operations and maintenance personnel. Organization charts; staffing plans indicating trades, number of personnel, and experience levels; and operating schedules shall be provided for evaluation. In order to assure professional management, the Lessor or designated property management firm must have a local, designated property manager available. The property manager shall have maintenance personnel (building superintendent) on site during normal working hours of 6:00 AM to 6:00 PM, Monday through Friday, excluding Saturdays, Sundays, and federal holidays.

The O&M Plan shall identify and provide addresses and contact information for entities that will maintain the leased premises (designated local property management firm, building superintendent, and any contractors or subcontractors).

The O&M Plan shall outline procedures for dealing with scheduled and non-scheduled maintenance and repairs.

SCHEDULED MAINTENANCE

O&M PLAN:

The O&M Plan shall indicate how the scheduled (routine) maintenance and repair of the building will be managed. For each activity in the O&M plan, the Lessor shall identify the responsible entity and frequency of the maintenance.

EXTERIOR MAINTENANCE:

Exterior maintenance, including landscaping and grounds, irrigation system, trash removal, exterior lighting, parking lot, pest control, window washing, and general litter pick up shall be discussed.

INTERIOR MAINTENANCE:

Interior maintenance shall be described, including HVAC, plumbing, electrical, pest control, Schedule B items, and any janitorial maintenance associated with services provided by the Lessor.

QUALITY CONTROL:

Describe how the Lessor will provide quality control to ensure that all services described in the O&M Plan are, in fact, provided, and how the Lessor will maintain quality and appearance of the entire building over the term of the lease.

NON-SCHEDULED MAINTENANCE

For non-scheduled repairs, the O&M Plan shall describe how service calls (emergency and routine) will be addressed. Identify contact information for both normal working hours and for off-hours and holidays. Quantify response times for on and off-site maintenance entities.

SERVICE CALLS

EMERGENCY CALLS:

Service calls will be classified as emergency calls when the condition constitutes an immediate danger to personnel, threatens to damage property, or has a direct impact on operations or security. Classification of calls as emergency shall be at the sole discretion of the government. During normal working hours, Lessor's on-site superintendent shall respond

immediately upon notification. Emergencies occurring at other than normal working hours shall be responded to (on scene) within 60 minutes of receipt of call. Lessor shall repair or neutralize the emergency condition before departing the site. If necessary, Lessor shall acquire material by quickest available means and include work outside normal hours. If further labor or materials are required after the emergency is neutralized, the Lessor shall have the repairs completed within three (3) working days or within such other reasonable time as agreed to by the government. The Lessor shall have available generally used spare parts and common building materials to support emergency requirements. Lack of standard material shall not be a cause for non-performance.

ROUTINE CALLS

Service calls will be classified as routine when the condition does not qualify as an emergency call. Eighty-five (85%) of all routine calls shall be completed within five (5) working days after the receipt of the call, with remainder being completed within ten (10) working days

EDITING NOTE:

The Maintenance Cost Worksheet provides additional breakdown of cost components included in Parts I and II of GSA Form 1217. In particular, Part II of the worksheet provides detailed breakdown of 'Building Maintenance and Reserves for Replacement' which is shown on a single line in GSA 1217.

Note that utility costs are excluded from totals in this document, but will be included in GSA 1217 if they are part of the lease payment.

EXPENSES

The Lessor shall specify in detail, utilizing the Maintenance Cost Worksheet (attached), those items that are included in the O&M Plan for both annual operating and maintenance expenses, and reserves for replacement. The totals of these estimated expenses shall be entered on the appropriate lines on GSA Form 1217, Lessor's Annual Cost Statement.

SHORTFALLS

Shortfalls to cover any unforeseen maintenance, repair or replacement expenditure over and above what is listed in a particular category will be the responsibility of the Lessor.

SCHEDULE A - MAINTENANCE COST WORKSHEET

REQUEST FOR LEASE PROPOSAL VA69D-14-R-0262	BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)
Part I – Annual Operating Expenses	
	Materials
	Labor
	Total
A. Cleaning, Janitor and/or Char Service	
1. Salaries (Enter on Line 5 GSA form 1217)	
2. Supplies (wax, cleaners, cloths, etc.) (Enter on Line 6 GSA form 1217)	
3. Contract Services (window washing, waste and snow removal) (Enter on Line 7 GSA form 1217)	
B. Heating System Maintenance and Repair	
1. Salaries (Enter on Line 8 GSA form 1217)	
2. Filters, belts, lubricants, fluids, supplies	
3. Labor (includes contracted work)	
4. Subtotal Heating System (Add Lines 7 and 8. Enter result here and on Line 10 GSA form 1217)	
C. Electrical System Maintenance and Repair	
1. Bulbs, Tubes, Starters (Enter on Line 12 GSA form 1217)	
2. Ballasts, fixtures, devices, etc.	
3. Small tools and expendable supplies	
4. Labor (includes contracted work)	
5. Subtotal Electrical System (Add Lines 11 to 13. Enter result here and on Line 14 GSA form 1217)	
D. Plumbing System Maintenance and Repair	
1. Soap, towels, tissues not in Line 4 above (Enter on Line 16 GSA form 1217)	
2. Fixtures, pipe and fittings	
3. Small tools and expendable supplies	
4. Labor (includes contracted work)	
5. Subtotal Plumbing System (Add Lines 16 to 18. Enter result here and on Line 17 GSA form 1217)	
E. Air Conditioning System Maintenance and Repair	
1. Filters, belts, lubricants, fluids, supplies	
2. Labor (includes contracted work)	
3. Subtotal A/C System (Add Lines 20 to 21. Enter result here and on Line 19 GSA form 1217)	
F. Elevators	
1. Salaries (operators, starters, etc.) (Enter on Line 20 GSA form 1217)	
2. Small tools and expendable supplies	
3. Labor (includes contracted work)	
4. Subtotal Elevators (Add Lines 24 and 25. Enter result here and on Line 21 GSA form 1217)	
G. Miscellaneous	
1. Building Engineer/Manager (Enter on Line 22 GSA form 1217)	
2. Security (Watchmen, Guards) (Enter on Line 23 GSA form 1217)	
3. Social Security Tax and Workmen's Compensation Insurance (Enter on Line 24 GSA form 1217)	
4. Landscape and Grounds (materials, fertilizers, supplies)	
5. L/S and Grounds Labor (includes contracted work)	
6. Lawn and Landscaping (Add Line 30 and 31. Enter result here and on Line 25 GSA form 1217)	
7. Other (Explain on separate sheet. Include Schedule B Special Requirement Items) (Enter amount here and on Line 26 GSA form 1217)	
Subtotal – Annual Operating Expenses	

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Annual Operating Expenses (from Part I, Line 33 above)

	Replacement A. Cost	Useful Life (Years)	Annual Reserve
H. Exterior and Grounds			
1. Parking Lot and Road Repair and/or Resurfacing			
2. Sidewalks			
3. Landscaping / Lawn Care (Equipment)			
4. Exterior Painting			
5. Windows			
6. Roof			
I. Building and Equipment			
1. Doors			
2. Floor Coverings (other than Carpeting)			
3. Carpeting			
4. Interior Painting			
5. Wall Coverings			
6. Ceilings			
7. Blinds / Drapes			
8. Dock Leveler			
9. Elevators			
10. HVAC (include refrigeration equipment and cooling towers)			
11. Air Handling Equipment			
12. Exhaust Systems			
13. Special HVAC Systems			
14. Plumbing Systems (supply, waste and vent)			
15. Hot Water Heater			
16. Fire Protection (fire suppression systems)			
17. Electrical Systems (distribution and power)			
18. Generator			
19. Fire Alarm System			
20. Communications and Signal Systems			
21. Security Systems			
22. Light Fixtures			
23. Schedule B Special Requirement Items			
J. Other / Miscellaneous (attach additional sheets if necessary)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
Subtotal Capital Reserve (Add Lines 36 to 69. Enter result here and on Line 30 of GSA Form 1217)			
Annual Reserve Grand Total (Add Line 35 and 70. Enter result here).			

5.01 SCHEDULE B – EQUIPMENT REQUIREMENTS

The Offeror is responsible for the purchase and installation of special equipment items specified in Schedule B. All property placed in, upon, or attached to the premises to be leased, and for which the Government pays shall be and remain the property of the Government, and may be removed or otherwise disposed of by the Government. This equipment is to be included in the TI price. As part of the rental consideration, the Offeror must include supporting construction, HVAC systems, utilities, and electrical distribution systems for Offeror furnished equipment and VA furnished equipment to be installed in the Outpatient Clinic.

Offerors are responsible for the accuracy and completeness of the quantities, costs, subtotals, and totals in their proposals.

Items not listed in Schedule B are to be provided by the Lessor as part of the rental consideration. Such items are either specifically called for in the Basic Solicitation (e.g., drinking fountains) or identified in a paragraph specifying an allowance for payment under the provisions of the Basic Solicitation (e.g., telecommunications outlets) and are not identified in Schedule B.

GENERAL INFORMATION AND INSTRUCTIONS FOR USERS

Brand Names: Certain equipment may be identified by make and model. Identification of these items in this Solicitation by a "brand name" description is intended to indicate the quality and characteristics of products that will be satisfactory and is not intended to be restrictive. Unless clearly indicated in the offer that an "equal" product is offered, the offer shall be considered as offering a referenced brand name product. Offers of "equal" products or equipment will be considered for this award if such product or equipment is clearly identified in the offer and is determined by the Government to fully meet the salient characteristics of the product or equipment named in this Solicitation. The Government's determination as to the acceptability of the "equal" product shall be based on information furnished or otherwise identified in the offer, as well as other information reasonably available to the VA. If the equipment cited in the Solicitation is no longer available, the manufacturer's currently available equipment that replaces the cited model shall be provided. The "JSN Code" column of Schedule B will display (if available) the Military Standard 1691 JSN code. A full listing of the Military Standard 1691 codes is included for reference in this solicitation package as Exhibit E.

Caution to Offerors: The VA is not responsible for locating or securing any information not identified in the offer and not reasonably available to the VA. Accordingly, the Offeror shall furnish with its offer the manufacturer and model of equipment proposed and sufficient descriptive material such as cuts, illustrations, drawings, or other information for the VA to determine whether the product offered meets the specified salient characteristics and establishes exactly what the Offeror proposes to furnish.

The documents that are the basis of design for VA facilities nationwide and may be found in VA's Technical Library at [HTTP://WWW.CFM.VA.GOV/TIL/](http://www.cfm.va.gov/til/).