

**AMENDMENT NO. 7**  
**Solicitation for Offers (SFO) No. VA101-15-R-0165**  
**Outpatient Clinic, South Hillsborough**

**Posted to: FBO.GOV**

**DATE: January 15, 2016**

**TO ALL OFFERORS WITHIN THE COMPETITIVE RANGE:**

**1. General:**

VA will only consider offerors' proposals revisions from only those offerors notified of their inclusion in the competitive range. VA will not accept any proposals from new offerors, or offerors excluded from the competitive range.

All offerors, notified of their inclusion in the competitive range, submitting proposal revisions must acknowledge receipt of this amendment by signing the attached letter.

Response date and time for revised proposals (only from offerors notified of their inclusion in the competitive range, no other offerors' proposals will be accepted) shall be submitted no later than 4:00PM Eastern on February 9, 2016.

Revised proposals must be received by the Contracting Officer at the location stated below, no later than **4:00 p.m. Eastern on Friday, February 9, 2016:**

**Express Mail or Hand Delivered:**

Zebulon Fox  
Contracting Officer  
Department of Veterans Affairs  
Real Property Service (003C1E)  
425 I Street, NW  
Washington, DC 20001

**With a Copy To:**

William F. Craig, Jr.  
Managing Director  
Jones Lang LaSalle  
1850 Towers Crescent Plaza,  
Suite 300  
Vienna, VA 22182

**For the electronic discs only**, revised proposals shall include **all documents** originally requested in the SFO, and shall be delivered in the same manner as original offers, per SFO Paragraph 1.7.1, *Documents to Submit With Offer*. **Any changes from your initial offer shall be clearly indicated on a Table of Contents and/or cover letter and highlighted within your proposal.** Hard copy drawings and color renderings are only required if changes were made from the original submittal.

Please be aware that in addition to the items listed within this amendment, offerors need to review their entire offer for content and completeness. **We ask that you especially revisit your price to ensure that it is the best that you can offer. An offer must score in order to be considered for award, however scoring does not mean you will receive an award as this**

procurement remains a best value procurement, see the evaluation criteria in the SFO for additional information.

VA intends to evaluate revised proposals and award a lease without further discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's revised proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## **2. Changes:**

### **I. PART I - BASIC SOLICITATION REQUIREMENTS**

#### **PARAGRAPH 1.4 – “TERM”:**

THE FIRST SENTENCE SHALL BE DELETED AND CHANGED to:

*Proposals are invited based on both a fifteen (15) year firm term and a twenty 20 year firm term.*

#### **PARAGRAPH 1.14 – “EXTENDED OPTION FEE PAYMENT CREDIT”:**

DELETED AND CHANGED to:

*Each of the Option Period payment amounts, paid by VA to the seller as a credit towards the purchase price as described in Paragraph 2 of the Assignable Option to Purchase Real Estate Agreement, will be deducted from the Schedule B Pricing, to be paid lump-sum by VA, as described in Paragraph 6.3.2 of this Solicitation. Do not consider any cost reductions in the Schedule B pricing you submit as part of your offer; this will be deducted after Award. Any Extended Option Period Payments paid by VA to the seller that are not credits towards the purchase price, will not be considered or credited towards the Schedule B lump-sum payment.*

#### **PARAGRAPH 8.1 – “UTILITIES”:**

THE SECOND (2<sup>nd</sup>) PARAGRAPH SHALL BE DELETED AND CHANGED to:

*The Lessor is responsible for the payment of all utilities and annual cost will be adjusted per Paragraph 3.7 of this Solicitation. In addition, Lessor will provide quarterly utility readings to VA for monitoring purposes.*

**PARAGRAPH 8.2.3 – “INTERIOR CLEANING BY LESSOR”:**

UNDER “MATERIAL AND PROCEDURES - (5) EQUIPMENT AND MATERIALS - TOILET TISSUE” DELETED “single ply” and CHANGED to:

*Two ply*

**PARAGRAPH 8.3 – “NORMAL WORKING HOURS”:**

Add a SECOND (2<sup>nd</sup>) PARAGRAPH:

*VA may operate the facility on Saturdays. Please provide optional operating costs for Saturday hours of 7 a.m. to 1 p.m. These costs must be identified separately, in order for the VA to evaluate the cost prior to contract award. Additionally, the operating costs for Saturday are considered an executable option, which may be exercised by a unilateral action by the Contracting Officer.*

**Additional Instructions to Offerors:**

Proposals must identify where the lessor intends to locate the facility leased to VA on the land currently under assignable option.

If, the offer’s proposal VA does not provide exclusive use of the entire land currently under Assignable Option, the offeror must provide in the revised offer a statement of intended use of the remaining land under the assignable option, including a description of any technical benefits to VA, and identify any direct cost savings benefits to VA, associated with not using the entire site. If, the planned use for the land is entirely for VA use, then provide a statement describing such as the intended use, including the technical benefits, and identify any direct cost savings benefits to VA for the planned use of the site. VA will evaluate this portion of the proposal under both the price evaluation, and technical evaluation. This portion of the proposal will be considered a part of Quality of Site Development in the technical evaluation factor Quality of Site Development. Offerors will not be allowed to change their stated intended use of the land without a bilateral agreement, from both parties including VA’s assigned Contracting Officer and the Lessor, to change the lease agreement to reflect a new use for the land, after award of the lease.

**Change to Technical Evaluation Paragraph 2.3.1 Factor No. 1 – Technical Quality Subfactor (D) Quality of Site Development:**

Paragraph 2.3.1 Factor No. 1 – Technical Quality Subfactor (D) Quality of Site Development is changed to

**(D) Quality of Site Development**

This factor considers the Offeror's development of the site to accommodate VA's conceptual building footprint including the required setbacks; the ingresses and egresses to and from the main (public), emergency, and staff entrances; and loading dock and service entrances; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; and how the landscaping design fits the surrounding areas, adheres to local landscaping codes, and provides an aesthetically pleasing atmosphere. Intended location of the facility to be leased to VA on land currently under VA's assignable option, and any intended adjacencies on the land currently under VA's assignable option will be technically evaluated under this Subfactor D Quality of Site Development.

**Clarifications to SFO:****Verification Offer Will Remain Open Until Award:**

All offerors included the competitive range must verify their offers will remain open until the lease is awarded, or the offeror is eliminated from the competitive range.

**Real Estate Taxes:**

For evaluation purposes, the first (1<sup>st</sup>) year real estate taxes are to be set at \$170,000. VA will pay \$170,000 for the first (1<sup>st</sup>) year of the lease. Once the actual real estate tax assessment is received by the Lessor, if the actual real estate taxes are higher than \$170,000, VA will pay the overage. If the actual real estate taxes are lower than \$170,000, Lessor will pay VA the underage. In either case, the actual real estate tax amount will be the real estate tax base going forward.

**3. Questions and Answers from Discussions in Competitive Range:**

Question #1: Will both the 15 year lease and 20 year lease be scored?

VA Answer: Yes, VA will analyze the entire price proposal.

Question #2: Will there be an opportunity for oral presentations?

VA Answer: No, the Contracting Officer is not allowing oral presentations at this time.

Question #3: Is there more information available on the land option?

VA Answer: VA has extended the assignable land option through June 2016, and has an additional extension for the assignable land option for three additional months ending in September, which will be exercised if needed.

Question #4: Will VA evaluate future roadways on the assignable land in the technical proposal?

VA Answer: All offerors must address their plan for road access to the lease facility, as well as any roads current or future on the assignable option in their technical proposal. VA will evaluate the offeror's entire proposal.

Question #5: What type of inside Janitorial service does VA need? SFO indicates full service, but some VA facilities use just the office cleaning.

VA Answer: Follow all the cleaning requirements stated in the SFO.

Question #6: Does VA have a need to have a full time building engineer on site, or is a locally available designated manager acceptable?

VA Answer: Offerors must meet all the requirements within the SFO. Clearly, identify in the proposal how the building will be maintained and serviced within the proposal revision.

Question #7: Will VA consider paying the actual utility costs for duration of occupancy?

VA Answer: VA will not change the utilities payment process under the SFO at this time.

Question #8: Can offerors submit additional questions to the Lease after the amendment is published?

VA Answer: VA will not accept any additional questions to the Lease.

**4. See attached Amendment to Assignable Option to Purchase Real Estate.**

Acknowledgement of Receipt

**Amendment No. 7**  
**SFO No. VA-101-15-R-0165**  
**Outpatient Clinic – South Hillsborough, FL**

Company\_\_\_\_\_

Name\_\_\_\_\_

Phone:\_\_\_\_\_

Fax:\_\_\_\_\_

Title:\_\_\_\_\_

Signature of  
Offeror\_\_\_\_\_Date\_\_\_\_\_

Please return this signed acknowledgement of receipt via e-mail to:

Bill Craig  
Jones Lang LaSalle  
[bill.craig@am.jll.com](mailto:bill.craig@am.jll.com)

Initial and return all pages of this Amendment along with your Revised Offer by the Revised Offer Response Date of February 9, 2016.