

# **VA REQUEST FOR LEASE PROPOSALS**

**NO. VA248-16-R-0632**

**Tallahassee Mental  
Health Annex**

**Tallahassee, FL**

**Offers due by  
08/15/2016**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **2:00 PM EST** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

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

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

**GLOBAL RLP  
GSA FORM R100 (09/15)**

## TABLE OF CONTENTS

GLOBAL RLP .....	1
<b>SECTION 1 STATEMENT OF REQUIREMENTS .....</b>	<b>1</b>
1.01 GENERAL INFORMATION (SEP 2015) .....	1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (SEP 2015) .....	1
1.03 AREA OF CONSIDERATION (JUN 2012) .....	2
1.04 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013) .....	2
1.05 LIST OF RLP DOCUMENTS (SEP 2015) .....	3
1.06 AMENDMENTS TO THE RLP (JUN 2012) .....	3
1.07 LEASE DESCRIPTION (SEP 2015) .....	3
1.08 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012) .....	4
1.09 <del>PRICING OF SECURITY REQUIREMENTS (SEP 2012)</del> INTENTIONALLY DELETED .....	4
1.10 <del>SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)</del> INTENTIONALLY DELETED .....	4
1.11 INSPECTION—RIGHT OF ENTRY (JUN 2012) .....	4
1.12 AUTHORIZED REPRESENTATIVES (JUN 2012) .....	5
1.13 <del>BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013)</del> INTENTIONALLY DELETED .....	5
<b>SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD .....</b>	<b>6</b>
2.01 EFFICIENCY OF LAYOUT (AUG 2011) .....	6
2.02 FLOOD PLAINS (JUN 2012) .....	6
2.03 <del>SEISMIC SAFETY MODERATE SEISMICITY (SEP 2012)</del> INTENTIONALLY DELETED .....	6
2.04 <del>SEISMIC SAFETY HIGH SEISMICITY (SEP 2013)</del> INTENTIONALLY DELETED .....	6
2.05 <del>HISTORIC PREFERENCE (SEP 2013)</del> INTENTIONALLY DELETED .....	6
2.06 ASBESTOS (JUN 2012) .....	6
2.07 ACCESSIBILITY (SEP 2013) .....	7
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) .....	7
2.09 <del>ENERGY INDEPENDENCE AND SECURITY ACT (2015)</del> INTENTIONALLY DELETED .....	7
2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) .....	7
2.11 <del>ENVIRONMENTAL CONSIDERATION (SEP 2013)</del> INTENTIONALLY DELETED .....	7
2.12 <del>NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS RLP (SEP 2014)</del> INTENTIONALLY DELETED .....	7
<b>SECTION 3 HOW TO OFFER .....</b>	<b>8</b>
3.01 GENERAL INSTRUCTIONS (JUN 2012) .....	8
3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013) .....	8
3.03 PRICING TERMS (SEP 2015) .....	9
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) .....	9
3.05 <del>PROSPECTUS LEASE (SEP 2013)</del> INTENTIONALLY DELETED .....	9
3.06 ADDITIONAL SUBMITTALS (SEP 2015) .....	9

3.07	TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015).....	11
3.08	<del>SECURITY IMPROVEMENTS INCLUDED IN OFFER (SEP 2012)</del> <b>INTENTIONALLY DELETED</b> .....	12
3.09	<del>LEED FOR COMMERCIAL INTERIORS (JUN 2012)</del> <b>INTENTIONALLY DELETED</b> .....	12
3.10	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) .....	12
3.11	<del>UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (JUN 2012)</del> <b>INTENTIONALLY DELETED ..</b> ..	12
<b>SECTION 4</b>	<b>METHOD OF AWARD .....</b>	<b>13</b>
4.01	NEGOTIATIONS (JUN 2012).....	13
4.02	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015) .....	13
4.03	<del>AWARD BASED ON PRICE (JUNE 2013)</del> <b>INTENTIONALLY DELETED</b> .....	13
4.04	OTHER AWARD FACTORS (JUN 2012) .....	14
4.05	<del>PRESENT VALUE PRICE EVALUATION (SEP 2015)</del> <b>INTENTIONALLY DELETED</b> .....	16
4.06	AWARD (APR 2015).....	17
<b>SECTION 5</b>	<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>18</b>

# REQUEST FOR LEASE PROPOSALS NO. VA248-16-R-0632

[DATE]  
GLOBAL RLP GSA FORM R100 (SEP 2015)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (SEP 2015)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease for the Tallahassee Mental Health Clinic, currently located at 1615 Mahan Center Boulevard, Tallahassee, Florida 32308. A full service lease is negotiated with the Lessor for him/her to perform all services relative to a leased space, such as Janitorial, Alarm monitoring, Pest Control Service, Cable TV Services, Trash Removal Services, Lawn Maintenance, and all utilities and water services. This Request for Lease Proposal (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a lease form (GSA Form L100) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a VA Proposal to Lease Space (GSA Form 1364) 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 L100). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 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 shall 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 2015)

A. The Government is seeking a maximum of 6,300 Net Usable Square Feet (NUSF) of contiguous space within the Area of Consideration set forth below.

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 40 surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces shall 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 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.

F. The Lease Term Commencement Date will be upon acceptance of the Space.

G. Although the Government will enter into a lease with fixed payments, this does not preclude the Government from requesting additional effort from the Lessor after award. During the term of this lease contract, the Government may require additional effort in order to successfully accomplish the Government's scope requirements. Such requirements may include furniture, janitorial services, pest control, security, etc...These requirements which are not defined/approved/funded at this time may be negotiated at a later date. In accordance with Federal Acquisition Regulation 52.212-4, any changes in the terms and conditions of this contract may be made only by written agreement of both the Lessor and Government.

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

The Government requests Space in an area bounded as follows:

**North:** INTERSTATE 10

**South:** INTERSECTION OF SR-263 AND SR-363

**East:** INTERSECTION OF SR-261 AND SR-20

**West:** INTERSECTION OF SR-263 AND SR-366

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

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

**A. *INSIDE CITY CENTER:*** Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a **walkable 2,640 feet** of the 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 a **walkable 2,640 feet** of the employee entrance of the offered Building, as determined by the LCO. A source of public transportation usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a **walkable 1,320 feet**, 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.

**B. *OUTSIDE CITY CENTER:*** Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. Adequate eating facilities shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building, but generally not exceeding a **walkable 2,640 feet**, as determined by the LCO. Amenities must be existing or 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 2015)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. <b>VA248-16-L-0090</b> (Form L100)	<b>57</b>	<b>A</b>
GSA Form 3516, Solicitation Provisions	<b>5</b>	<b>B</b>
GSA Form 3517B, General Clauses	<b>46</b>	<b>C</b>
GSA Form 3518-SAM, Addendum, Representations and Certifications	<b>2</b>	<b>D</b>
GSA Form 1217, Lessor's Annual Cost Statement	<b>2</b>	<b>E</b>
GSA Form 1364 - Proposal to Lease Space	<b>2</b>	<b>F</b>
Functional Relationship Drawing		<b>G</b>
Space Plan	<b>26</b>	<b>H</b>
Davis Bacon Wage Determination-Leon County	<b>4</b>	<b>I</b>
Amendments to RLP		

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

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

### **1.07 LEASE DESCRIPTION (SEP 2015)**

**A.** Offeror shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

**B.** The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

**C.** 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.

**D.** The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades. Rent shall be based upon a proposed rental rate per Net Usable Square Feet (NUSF), limited by the offered rate and the maximum NUSF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements. The Lessor shall be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under 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.

After award, the Lessor shall prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DID's to

determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs 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.

**E.** 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.

**F.** 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) INTENTIONALLY DELETED**

#### **1.10 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) INTENTIONALLY DELETED**

#### **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.

#### **Lease LCO:**

Rachel Griner  
Lake City VA Medical Center  
619 South Marion Avenue, Lake City, FL 32025  
Office Phone: (386) 755-3016-3660  
Fax: (386) 758-3211  
Email Address: Rachel.griner@va.gov

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

#### **Alternate Government Contact:**

Jake Beckham  
Malcolm Randall VA Medical Center  
1601 SW Archer Road, Gainesville, FL 32608  
Office Phone: (352) 376-1611-6375  
Cell Phone: (352) 339-5091  
Email Address: jake.beckham@va.gov

### **1.13 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013)~~ INTENTIONALLY DELETED**



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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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

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

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

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

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

**2.03 ~~SEISMIC SAFETY MODERATE SEISMICITY (SEP 2012)~~ INTENTIONALLY DELETED**

**2.04 ~~SEISMIC SAFETY HIGH SEISMICITY (SEP 2013)~~ INTENTIONALLY DELETED**

**2.05 ~~HISTORIC PREFERENCE (SEP 2013)~~ INTENTIONALLY DELETED**

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

**A.** Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

**B.** ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

**C.** Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

**D. Management Plan.** If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

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

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

## **2.08 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 shall 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.

## **2.09 ~~ENERGY INDEPENDENCE AND SECURITY ACT (2015)~~ INTENTIONALLY DELETED**

## **2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

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

## **2.11 ENVIRONMENTAL CONSIDERATION (SEP 2013) INTENTIONALLY DELETED**

## **2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS RLP (SEP 2014) INTENTIONALLY DELETED**

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## SECTION 3     HOW TO OFFER

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### **3.01    GENERAL INSTRUCTIONS (JUN 2012)**

Offeror shall prepare a complete signed lease document, including all required exhibits, using the forms provided with this RLP. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the LCO countersigns the Offeror's signed lease document and mails or otherwise furnishes written notification of the executed lease to the successful offeror. Offerors are advised that the Government may make award without negotiations.

### **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 **2:00pm EST** on the following date at the following designated office and address:

**Date:**                    **August 15, 2016**  
**Office:**                Lake City VA Medical Center  
**Address:**             619 South Marion Avenue, Lake City, FL 32025

2. No later than **2:00 pm EST** on the following date at the following email address:

**Date:**                    **August 15, 2016**  
**Email Address**   **RACHEL.GRINER@VA.GOV**

**C.** Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

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

**E.** Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

**F.** 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 2015)**

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 NUSF, clearly itemizing the total Building shell Rental and operating costs.
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. **The Building shell rental rate shall also include, but is not limited to, property financing, insurance, taxes, management, profit, etc., for the Building.** The Building shell rental rate shall also include all basic Building systems and common area build-out, including base Building lobbies, common areas, core areas, etc., and exclusive of the NUSF offered as required in this RLP.
3. The annual cost per NUSF for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364C, Proposal to Lease Space, and Form 1217) for determining the Net Usable Square Feet rate.
4. A fully serviced Lease rate per NUSF for that portion of the lease term extending beyond the Firm Term.
5. 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 NUSF, etc.). State any assumptions used to compute the dollar costs for each fee component.
6. Rent concessions being offered. Indicate either on the GSA Form 1364C Proposal to Lease Space or in separate correspondence.

### **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 PROSPECTUS LEASE (SEP 2013) INTENTIONALLY DELETED**

### **3.06 ADDITIONAL SUBMITTALS (SEP 2015)**

Offeror shall also submit with its offer the following:

**A. GSA Form 3518-SAM, Addendum to System for Award Management (SAM), Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).** 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](http://www.nps.gov/nr).

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

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

**I. The legal description of the Property and tax ID number** associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

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

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

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

**M. 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 NUSF 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 NUSF for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF that the most efficient corridor pattern would have yielded.

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

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

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

### **3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)**

#### ***A. Tenant Improvement Turkey Pricing***

An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the successful Offeror and shall meet the quality standards and requirements of this RLP and its attachments. All TIs required by the Government and provided by the Offeror shall be reimbursed in a Lump Sum amount upon acceptance of the space.

**B.** The Tenant Improvements 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.***

**3.08 ~~SECURITY IMPROVEMENTS INCLUDED IN OFFER (SEP 2012)~~ INTENTIONALLY DELETED**

**3.09 ~~LEED FOR COMMERCIAL INTERIORS (JUN 2012)~~ INTENTIONALLY DELETED**

**3.10 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.

**3.11 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (JUN 2012)~~ INTENTIONALLY DELETED**

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## **SECTION 4 METHOD OF AWARD**

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

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors 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 2015)**

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 1364, 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 ~~AWARD-BASED ON PRICE (JUNE 2013)~~ INTENTIONALLY DELETED**



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

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

**B. The Tradeoff factors of: I. Technical rating, II. Technical Risk and III. Past Performance, when combined is significantly more important than price. (Definitions are listed below)**

**C. The following description of the aforementioned ratings are provided in the order of their importance:**

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

##### **Factor #1: - Quality of Location**

Describe in a narrative and or visual manner how your building can exceed the following minimum requirements:

**Sub-Factor = a.** Location shall be accessible to a major highway and/or highway interchanges with visibility of the building from major roadway. The site address is known to the community and visitors would have no trouble finding the building.

**Sub-Factor = b.** Location is prominently visible from a major artery or road and access is straightforward and easily navigated. Proper signage exists or is planned to allow for easy ingress and egress at all time of the day. Parking area has several entrances with a clear routing to the front door.

**Sub-Factor = c.** Location is within walking distance to a number of restaurants and fast food establishments, and various other amenities such as, a market, shopping mall, bank, cleaners, movie theater, a drug store or the like.

**Sub-Factor = d.** Site is located within close proximity to existing hospitals with intensive care units, with an estimated response time of less than five (5) minutes (distance of approximately one mile or less).

**Sub-Factor = e.** Site shall be close to a first responder unit, with an estimated response time of less than four (4) minutes (distance of approximately one mile or less).

**Sub-Factor = f.** Owner of the site shall execute documentation proving evidence of ownership or control of the site through the anticipated time for the Government to make an award and the proper zoning to construct/renovate a Government facility.

##### **Factor #2. = Quality of Building/Layout Design**

Describe in a narrative and or visual manner how your building can exceed the following minimum Requirements:

**Sub-Factor = a.** The Building shall be capable of representing the VA's space program to obtain maximum design functionally and adjacencies based on the Clinic's desired layout, have the capacity for design flexibility, have no structural elements that constrain design and which have the capacity to deliver more than the minimum amount of space. The VA Sample Space Program attached to the RLP provides illustration.

**Sub-Factor = b.** Building shall have above standard finishes within common areas, meet or exceed Class A Office space standards for façade materials and have a superior esthetic appeal.

**Sub-Factor = c.** Building systems shall be in good condition and appear to be well maintained. Mechanical systems are properly screened. Building offered has natural lighting, multiple skylights, and/or many windows. The windows are designed to let in the light, but avoid glare and heat gain during the summer.

There is substantial benefit to the VA in savings for natural light in the design, placement, and number of windows.

**Sub-Factor = d.** Section 3.06 of the R101C Document requires the offeror to submit the following:

1. A plan and short narrative to explain how the Offeror will meet the parking requirements;
2. An asbestos management plan, if the offered building contains asbestos-containing materials;
3. First Generation plans scaled at a minimum of 1/8", shall be submitted for review and consideration **(M.1 thru M.5)**

**II. Technical Risk Rating:**

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

**III. Past Performance Evaluation:**

Offeror shall include Past Performance information from at least 3 (three) contracts or subcontracts performed by the Offeror and Key Personnel during the last three (3) years, as well as those contracts and subcontracts that are currently ongoing.

**At the time of submission of offers, Offerors shall submit to the Contracting Officer the following Past Performance Information:**

- Name and Address of Vendor/Contractor on **COMPANY/ORGANIZATION LETTERHEAD**
- Contract Number
- Type of Contract/Agreement
- Total Contract Amount and Status
- Date of Award and Completion
- Description and Location of Contract Work
- List of Major Subcontractors, if applicable
- Individual Responsible for Signing Contract and Telephone/Fax Number
- Project Manager and Telephone/Fax Number

The Offeror shall provide examples of past performance and experience, as a prime contractor, successful in building, renovating, and maintaining facilities. Consideration shall be given to:

- Effective Management and Cost Control
- Comparable in size and complexity to space being solicited for
- Offerors ability and timeliness in meeting tenants needs

**IV. Price**

The Source Selection Team will compare the proposals to determine the offer(s) that represent(s) the best value to the Government, taking into consideration the stated evaluation factors and their respective weightings as specified in this Request for Lease Proposal (RLP). The selection process is complex and depending upon the evaluation factors, the SST may exercise a significant degree of judgment in selecting the successful offeror(s).

Following technical acceptance, the Contracting Officer will determine whether or not to establish a competitive range. Competitive range may be established due to a clear grouping of the most reasonable offers while eliminating outliers at either an extreme high or low price in regard to the established Independent Government Estimate (IGE). Competitive range may likewise be established to limit the volume of offers considered for negotiation by selecting a number of the most favorable priced offers. There will be no pre-established number of offers selected for inclusion in the competitive range, THIS WILL BE COMPLETELY AT THE DISCRETION OF THE CONTRACTING OFFICER.

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

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

**D. Description of Ratings:** In order of importance:

**1. Technical Rating**

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

**2. Technical Risk Rating**

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

**3. Past Performance Evaluation**

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

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

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

**4.05 ~~PRESENT VALUE PRICE EVALUATION (SEP 2015)~~ INTENTIONALLY DELETED**

#### **4.06 AWARD (APR 2015)**

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

1. Lease No. VA248-16-L-0090 and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.

**B.** The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

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**SECTION 5    ADDITIONAL TERMS AND CONDITIONS**

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