

November 4, 2016

AMENDMENT # 7 - SFO # VA101-15-R-0082
West Haven, CT

SECTION 1.10 DAVIS BACON WAGES - This paragraph has been deleted in its entirety and replaced with the following:

The wages to be paid during performance under this lease contract must conform to the Department of Labor's General Wage Decision No. CT160023, dated **September 2, 2016**, and as may be amended during the period of construction of the leased premises. A copy of the standards is provided in PART VII of this Solicitation. It is the Lessor's responsibility to obtain and maintain the most current rates. Lessor will provide Senior Resident Engineer copies of certified payrolls for Davis Bacon compliance review.

SECTION 1 SUMMARY - The following section(s) are incorporated, as follows:

SECTION 1.18 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.va.gov/osdbu>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VIP database (<http://www.va.gov/osdbu>).

SECTION 1.19 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: www.acquisition.gov.

SECTION 1.20 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE

SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

INCORPORATED BY REFERENCE

52.204-6 -- Data Universal Numbering System Number.

52.204-8 -- Annual Representations and Certifications.

52.222-24 -- Preaward On-Site Equal Opportunity Compliance Evaluation.

52.233-3 – Protest After Award

SECTION 2.2.6.A EVALUATION OF OFFERS – This paragraph has been deleted in its entirety and replaced with the following:

A. Present Value Price Evaluation

1. The Offeror must submit plans and any other information to demonstrate that the rentable space yields Net Usable space within the required Net Usable range. The Government will convert the rentable prices offered in GSA Form 1364 and/or Attachment 1 to GSA Form 1364A to Net Usable prices, which will subsequently be used in the price evaluation.
2. Evaluation of offered prices will be on the basis of the annual shell rental rate per Net Usable square foot, including any option periods and for all items reimbursed to the Lessor in a Lump Sum payment, as annotated in Attachment 1 to GSA Form 1364A (the costs for these items are present value; therefore, it will not be discounted.) The Government will use that data to perform a net present value price evaluation by reducing the prices per annual shell Net Usable square foot to a composite annual Net Usable square foot price as follows:
 - (a) Parking and wayward areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - (b) Free or reduced rent will be evaluated in the year in which it is offered. The gross, averaged annual per square foot price is adjusted to reflect free rent.
 - (c) Also as stated in the "Broker Commission" paragraph, the amount of any commission paid to VA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 - (d) To evaluate the real value of rent today, over the given term of the lease, the analysis will compound the amount of rent at a given (discount) rate. The gross annual per Net Usable square foot shell rental costs will be discounted annually at 3.05 percent (15-year firm term) or 3.2 percent (15-year firm term with five 1-year options; 20-year firm term) (OMB Circular No. A-94) over the entire term of the lease, to yield a net present value cost (NPV) per net usable square foot. This will provide an annual present value of the proposed rent, for years two through the term of the lease, at this 3.05 percent discount (15-year firm term) or 3.2 percent discount (15-year firm term with five 1-year options; 20-year firm term).
 - (e) If annual adjustments in operating expenses will not be made, the operating expenses will be both escalated at 1.95 percent (15-year firm term) or 2.0 percent (15-year firm term with five 1-year options; 20-year firm term) compounded annually and discounted annually at 3.05 percent (15-year firm term) or 3.2

percent (15-year firm term with five 1-year options; 20-year firm term), then added to the net Present Value Cost (PVC) to yield the gross PVC.

(f) If annual adjustments in operating expenses will be made, the annual per square foot price, and the base cost of operating expenses, will be discounted annually at 3.05 percent (15-year firm term) or 3.2 percent (15-year firm term with five 1-year options; 20-year firm term) to yield a net PVC per square foot.

(g) To the gross PVC will be added:

1. The cost of Government-provided services not included in the rental escalated at 1.95 percent (15-year firm term) or 2.0 percent (15-year firm term with five 1-year options; 20-year firm term) compounded annually and discounted annually at 3.05 percent (15-year firm term) or 3.2 percent (15-year firm term with five 1-year options; 20-year firm term).

2. The annualized (over the full term) per ANSI/BOMA Office Area square foot 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.)

3. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

SECTION 2 COMMUNICATIONS AND AWARD - The following section(s) are incorporated, as follows:

SECTION 2.9.4 DEBRIEFINGS

Debriefings may be requested in accordance with Federal Acquisition Regulation (FAR) 15.505 and 41 U.S.C § 3705 for pre-award debriefings and Federal Acquisition Regulation (FAR) 15.506 and 41 U.S.C § 3704 for post-award debriefings.

SECTION 2.9.5 POST AWARD LEASE KICKOFF MEETING

After lease award, VA plans to hold a Post-Award Kickoff Meeting with the lessor at a location, date and time to be determined by VA. The lessor will attend for the duration of the meeting in person.

SECTION 4.9 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011) – This section has been deleted in its entirety and replaced with the following:

SECTION 4.9 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

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 the 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.
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 <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) 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, and benchmarking with public disclosure (as provided in (I) below, 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. As described in the solicitation, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

K. As part of the cost effective upgrades specified under sub-paragraph D above, existing lighting systems must be upgraded to meet or exceed the stated lighting specifications in the Lease unless, with respect to upgrades otherwise in excess of the minimum stated requirements, Offeror can demonstrate, using the Building Upgrade Value Calculator discussed above, that such additional upgrades are not cost effective over the Firm Term of the Lease.

NOTE: If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property's hydrology is required.

PART VIII – FORMS

The following form has been deleted:

- Solicitation Provisions (Form 3516A) (04/2015)

The following form has been added:

- Solicitation Provisions (Form 3516) (04/2015)

Instructions to Offerors:

Proposal revisions are due by 4:00PM on November 23, 2016. Only, offerors notified they are currently in the remaining competitive range may submit proposal revisions. No, other offers or proposal revisions will be considered for lease award.

END OF AMENDMENT

Acknowledgement of Receipt

Amendment #7 - VA101-15-R-0082; West Haven, CT

Company _____

Name _____

Title _____

Signature of
Offeror _____ Date _____

Return and initial/sign this amendment with your Proposal.