

REQUEST FOR LEASE PROPOSALS NO. **VA248-17-R-0089** **MIAMI/FLORIDA**

**Offers due
by
03/23/2017**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **3:00 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 Basis 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.

**SMALL RLP
GSA FORM R103 (03/16)**

TABLE OF CONTENTS

| | |
|--|----------|
| SMALL RLP | 1 |
| SECTION 1 - STATEMENT OF REQUIREMENTS | 1 |
| 1.01 GENERAL INFORMATION (SMALL) (SEP 2015) | 1 |
| 1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013) | 1 |
| SECTION 2 - SOLICITATION PROVISIONS | 1 |
| 2.01 PARTIES TO EXECUTE LEASE (APR 2015) | 1 |
| 2.02 FLOOD PLAINS (JUN 2012) | 2 |
| 2.03 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE: | 2 |
| SECTION 3 ELIGIBILITY AND PREFERENCES FOR AWARD | 3 |
| 3.01 BASIS OF AWARD (SEP 2015) | 3 |
| 3.02 INTENTIONALLY DELETED | 3 |
| 3.03 HISTORIC PREFERENCE (SMALL) (SEP 2015) | 3 |
| 3.04 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (MAR 2016) | 4 |
| 3.05 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (SEP 2015) | 4 |
| 3.06 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (SEP 2015) | 4 |
| 3.07 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015) | 5 |
| SECTION 4 HOW TO OFFER | 6 |
| 4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (SEP 2015) | 6 |
| 4.02 PROPOSAL CONTENTS FOR SMALL LEASES (SEP 2015) | 6 |
| 4.03 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013) | 6 |
| 4.04 EISA SUBMITTALS (SMALL) (SEP 2015) | 7 |

SECTION 1 - STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SMALL) (SEP 2015)

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 Basis 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 are the GSA Form 3626 (U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)) which serves as an offer form and lease contract award document, Supplemental Lease Requirements document, GSA Form 3517A (General Clauses), and ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (3518-SAM).

C. The Offeror's executed GSA Form 3626 shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the GSA Form 3626 and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)

A. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

| | |
|------------------------------------|--|
| CITY, STATE | MIAMI, FLORIDA |
| DELINEATED AREA | NORTH: NW 29TH STREET EAST: U.S. 1 (BISCAYNE BLVD) SOUTH: NW 6TH STREET WEST: NW 27TH AVE |
| SPACE TYPE(S) | PARKING SPACES |
| MINIMUM | 190 SPACES |
| MAXIMUM | 190 SPACES |
| RESERVED PARKING SPACES (TOTAL) | 190 |
| INITIAL FULL TERM | FIVE (5) YEARS FIRM |
| TERMINATION RIGHTS | NO |
| OPTION TERM | NONE |
| ADDITIONAL REQUIREMENTS | SEE SUPPLEMENTAL LEASE REQUIREMENTS DOCUMENT |
| | |

SECTION 2 - SOLICITATION PROVISIONS

2.01 PARTIES TO EXECUTE LEASE (APR 2015)

- A. If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."
- B. If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- C. If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

- D. If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.
- E. If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

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 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)
– ALTERNATE II (MAR 1998)

52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

SECTION 3 ELIGIBILITY AND PREFERENCES FOR AWARD

3.01 BASIS OF AWARD (SEP 2015)

- A. Best Value Tradeoff Approach. The Lease will be awarded to the responsible Offeror whose offer will be most advantageous to the Government.
- B. Technical rating and past performance are equally weighted and, when combined, are significantly more important than price.
- C. The following award factors will be considered:

FACTOR I: Technical Requirements:

The following criteria will be considered to evaluate the proposals:

1. Location shall be in a secure location with security, cameras, controlled access, paved and marked and shelters for inclement weather.
2. Location shall be 1 mile to a major highway
3. Location shall be within 1/4 mile of public transportation
4. A minimum of 190 parking spaces must be available
5. The space must be located outside the 100-year floodplain
6. Concept plan for response time to address problem issues with parking lot infrastructure (Lighting, Fencing, Security, Surface repairs, etc.).
7. Occupancy is required on or before June 15th 2017; the Government will evaluate all proposed occupancy dates. Lessors shall provide the number of days after lease is awarded that the parking lot shall be available for occupancy.

FACTOR II - Past Performance:

1. Offeror shall provide three references for past lease experience, to include names and telephone numbers. Offerors with no previous lease experience will not be evaluated favorably or unfavorably. Offeror may provide information on problems encountered on identified leases and his/her corrective action.
2. The 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. See FAR 15.305. Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition
3. Past performance information may also 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 (FAPIS), and information obtained Contracting Officer.

FACTOR III - PRICE EVALUATION (SEP 2013)

1. The lowest evaluated price will be given the maximum points available for cost evaluation purposes. All others will receive a percentage of the maximum points, based on the proportional difference between their offer and the lowest offered price judged to be within the competitive range.

3.02 INTENTIONALLY DELETED

3.03 HISTORIC PREFERENCE (SMALL) (SEP 2015)

The Government will give preference to offers of Space in Historic Properties and/or Historic Districts in accordance with GSAR 552.270-2 HISTORIC PREFERENCE (SEPT 2004).

3.04 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (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. If 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:

(i). 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); and

(ii). Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

"Public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

C. 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.

D. 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.

E. If 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

F. 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.

3.05 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (SEP 2015)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f (Section 106). An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. B.

B. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects

3.06 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (SEP 2015)

A. Should the Government conduct discussions then 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.

B. 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 light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

3.07 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern: Price Preference and Competitive Range Determination" paragraph. 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.

B. If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the HUBZone Small Business Concerns Additional Performance Requirements (SIMPLIFIED) (MAR 2012)" 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.

SECTION 4 HOW TO OFFER

4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (SEP 2015)

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.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **3:00 PM EST** on the following date at the following designated office and address, or email address:

Date: **3/23/2017**

Email: JAVIER.CORREAOCHOA@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 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.

4.02 PROPOSAL CONTENTS FOR SMALL LEASES (SEP 2015)

The proposal shall consist of the following documents:

| DOCUMENT NAME OR DESCRIPTION |
|---|
| U.S. Government Lease For Real Property (GSA Form 3626), completed and signed by Offeror |
| Agency Specific Requirements, initialed by Offeror |
| Security Requirements, initialed by Offeror |
| Fire Protection and Life Safety information and documents (See applicable Fire Protection and Life Safety paragraphs) |
| Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror |
| Historic Property information and documentation, if applicable, per the Historic Preference paragraph |
| Registration in the System for Award Management (SAM). This registration service is free of charge. |
| EISA compliance information (See applicable Energy Independence and Security Act paragraphs) |
| Evidence of ownership or control of Building or site |
| Small Business Subcontracting Plan, if applicable |

4.03 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013)

A. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in A.1 through A.5, unless the Building meets either exemption in sub-paragraph B or C below.

1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
2. 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).
3. 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).
4. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration. 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.

5. 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.

B. 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 A.1 through A.5 above.

C. 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 Offeror is not required to submit to VA the FPLS Submittal Information in A.1 through A.5 above.

4.04 EISA SUBMITTALS (SMALL) (SEP 2015)

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, or
2. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, a written statement addressing which energy efficiency and conservation improvements (can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools 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.