

Department of Veterans Affairs

AMENDMENT TO REQUEST FOR LEASE PROPOSAL (RLP)

1. RLP No.
VA260-17-R-0176

2. Amendment No.
A00001

3. Effective Date
03-06-2017

4. Page
1

Of
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5. ISSUED BY
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Department of Veterans Affairs
Network Contracting Office 20
8524 N Wall St
Spokane WA 99208

6. Description of Amendment

THE PURPOSE OF THIS AMENDMENT IS TO ANSWER QUESTIONS RECEIVED, UPDATE DOCUMENTS/PARAGRAPHS IN THE RLP AND TO EXTEND OUT THE CLOSING DATE.

Please see attached for the full amendment to RLP VA260-17-R-0176.

Except as provided herein, all terms and conditions of the document referenced in Item 1, as heretofore changed, remains unchanged and in full force and effect

7. Name and Title of Signer (Type or Print)

8. Name and Title of Contracting Officer (Type or Print)

Jeffrey R. Deering
Lease Contracting Officer

9. Offerer

10. Date Signed

11. United States of America

12. Date Signed

(Signature of Person Authorized to Sign)

By _____
(Signature of Contracting Officer)

THE PURPOSE OF THIS AMENDMENT IS TO ANSWER QUESTIONS RECEIVED AND UPDATE/CORRECT DOCUMENTS AND PARAGRAPHS IN THE RLP.

- A. All questions regarding this Request for Lease Proposal (RLP) shall be submitted in writing. No telephone questions shall be accepted. All questions shall be received by March 13, 2017.
- B. The closing date of this RLP is hereby extended from March 21, 2017 to March 28, 2017. The closing time remains unchanged.
- C. Page 7, Section 1, paragraph 1.10 is updated as follows:

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

- A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.
- B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the **Tenant Improvements. Building Specific Amortized Capital (BSAC)**. The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation.

- D. Pages 16 & 17, Section 3.3 is updated as follows:

3.3 PRICING TERMS (OCT 2016)

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 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:
 1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, ~~Building Specific Amortized Capital (BSAC) rate~~, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
 2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs ~~and BSAC~~), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
 3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
 4. A fully serviced Lease rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs ~~or BSAC~~ as they will have been fully amortized over the Firm Term.
 5. An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. **NOTE:**
Refer to the Lease document for additional guidance.
 6. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
 7. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and
(ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the

basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.

8. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

9. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 25.b., and if VA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to GSA's Broker reflecting the agreement between Offeror and VA's Broker, shall be entered in block 25.a.

C. Security Unit Price List. The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements, or BSAC. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

D. TI Unit Price List

~~E. Any Brokerage Commission Agreement between VA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.~~

E. Page 17, Section 3, paragraph 3.5 is hereby removed in its entirety.

F. Page 20, Section 3, paragraph 3.6, paragraphs S & T are hereby clarified as follows:

S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED[®]NC) credits for Silver level certification. For LEED[®] this documentation is the LEED[®]NC scorecard. Along with the proposed scorecard or checklist, the Offeror shall submit a brief statement outlining how each of the proposed credits will be achieved. If pursuing LEED[®]NC, the Offeror must identify the USGBC LEED[®] Accredited Professionals (APs) as team members, including their roles throughout the project.

~~S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed GREEN GLOBES ^(NC) credits for Two Green Globes (Level 2) certification. If pursuing Green Globes ^(NC), the Offeror may add GBI Green Globes ^(NC) Professionals (GGPs) one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.~~

T. The Offeror must provide a LEED ^(ID+C) scorecard documenting the proposed credits to meet LEED ^(ID+C) certification (at the minimum Certified level). Along with the proposed LEED ^(ID+C) scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. In addition, the Offeror must identify the USGBC LEED ^(ID+C) Accredited Professionals (APs) as team members, including their roles throughout the project.

~~T. The Offeror must provide a Green Globes ^(NC) for ^(NC) Along with the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. The Offeror may add GBI Green Globes ^(NC) Professionals (GGPs) one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.~~

G. Pages 22 & 23, Section 4, paragraph 4.4 is hereby amended to read as follows:

4.4 OTHER AWARD FACTORS (OCT 2016)

- A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP package and will be most advantageous to the Government, price and technical award factors listed below considered. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.
- B. The combination of factors below is **significantly more important than price**. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component.
- C. The following award factor(s) will be considered **in descending order of importance**:

Factor 1 Potential for efficient layout/suitability

Factor 2 Compliance with all fire life safety, seismic and other terms and conditions of this RLP and draft lease and its attachments

Factor 3 Parking Requirements addressed

Factor 4 Proximity to mass transit within the delineated area

Factor 5: Not within 250 walkable feet from a bar, liquor store or like establishment; a residential hotel; or near an area where it is known that illegal activities occur such as illegal drug sales as determined by publically available crime data from the city for which the property is located

Factor 6 Proposal shall be within the square footage range to be considered.

- D. 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.
- E. 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.

H. Exhibit C-1 – “New and Existing Lease Physical Security Attachment” is hereby incorporated into RLP and Exhibit A – Draft Global Lease.

I. Exhibit J is hereby removed in its entirety and replaced with revised Exhibit J-1 “v20 Lease Security Price List Existing” and Exhibit J-2 “V20 Lease Security Price List New Construction”.

J. Questions and Answers received to date:

1. What is the max SF that we should offer? 14,808 RSF or USF? The RLP notes USF, but the presolicitation notice notes RSF.

Answer: The VA requires 14,303 Net Useable Square Feet. The VA will allow a variance of 5% that equates to 14,808 NUSF.

2. I understand that the VA is looking for contiguous space. Would the VA allow to be split up between multiple floors?

Answer: The VA will consider all proposals for contiguous space and space split between multiple floors.

3. Does the draft lease need to be signed and submitted?

Answer: No – Please see instructions to offeror on page 1 of Exhibit A that states

“INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L 100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Form 1364, (hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.”

4. Does the Tenant Improvement Cost Summary (TICS) spreadsheet need to be completed before the lease is awarded?

Answer: No, but it should be used as a tool for submitting your Tenant Improvements.

5. For the security unit price list, there are many items that do not list a quantity. I will need that information in order to get pricing from our contractors.

Answer: Please see Exhibits C-1 and Exhibits J-1 & J-2

6. Would you please clarify RLP 3.6 S, S, T, T? Is this only for new construction?

Answer: See correction above in this amendment.

7. can you provide clarification on the security requirements for the VA Clinic and the FSL rating (referenced in RFLP 1.10

Answer: Please see Exhibits C-1 and Exhibits J-1 & J-2

8. Is the entire VA Physical Security Design Manual applicable?

Answer: Please see Exhibits C-1 and Exhibits J-1 & J-2

9. Would the location of the on-site parking garage disqualify the building since it does not meet the 25' "Stand-Off" Distance noted in paragraph 3.1 of the above noted Design Manual?

Answer: Please see Exhibits C-1 and Exhibits J-1 & J-2

10. Does your office expect a full offer by 3.21.17.

Answer: No, this requirement has been extended to 3-28-17 per this amendment.

11. Have you already done a market survey and identified potential properties?

Answer: Yes, but only to ascertain our acquisition strategy.

12. Could you clarify the proposed term? We were a bit confused by the "soft term" language. Is this a 20 yr term with 15 yrs firm and 5 years soft?

Answer: That is correct. This is proposed to be a 20 year lease with a 15 year firm term. It includes language for termination rights by the VA with 90-days written notice after the firm term.

13. Could one of you please send me the Prospectus information referenced in Section 3.5 of RLP VA260-17-R-0176? That information was not attached to the RLP.

Answer: This paragraph has been removed by this amendment.

14. Could you please clarify the delineated area:

Answer: Section 1.3 of the RLP outlines the delineated area as follows:

North: Hwy 303

South: State Highway (SH) 160

East: Port Orchard Bay extended

West: Hwy 3 & Hwy 16 extended

15. Is this VA considering a Build-to-suit or a Build-out?

Answer: The VA is seeking Build-out. Build-out is being defined as a "build-to-suit" lease, also known as lease construction, is a lease where the offeror would not have constructed the facility but for VA's solicitation. In other words, when the offeror is pursuing the project with the primary intention of satisfying VA's space needs, the procurement would be a build-to-suit lease. However, if the offeror would have built the facility regardless of VA's involvement, and another tenant could be substituted for VA, the procurement would not be a build-to-suit lease. This often happens in new developments where multiple tenants are involved, like medical office parks or strip malls.

END OF VA260-17-R-0176-A-00001. All other terms and conditions remain unchanged

*****END PAGE*****