

DEPARTMENT OF
VETERANS AFFAIRS
(VA) REQUEST FOR
LEASE PROPOSALS
NO. **VA101-17-N-0335**
HOUSTON, TEXAS

Offers due by
02/02/2018

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **5:00 PM EDT** 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 (10/16)

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REQUEST FOR LEASE PROPOSALS NO. VA-101-17-N-0335

December 2017
GLOBAL RLP GSA FORM R100 (OCT 2016)

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 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 GSA 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 should 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 Contracting Officer (CO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the CO executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)

A. The Government is seeking **48,000** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF), also referred to as Net Usable Square Feet (NUSF), of contiguous space within the Area of Consideration set forth below; the required square footage is equal to approximately 55,200 Rentable Square Feet (RSF). See Section 2 of the Lease for applicable ANSI/BOMA standards.

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 CO. 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 a minimum of **58** on-site parking spaces; these can be structured/inside parking spaces, surface/outside parking spaces, or a combination of both; spaces must be reserved for the exclusive use of the Government. These spaces must 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 Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. Offerors shall submit proposals for the following lease term scenarios:

1. Lease term of **20** Years Firm
2. Lease term of **15** Years Firm
3. Lease term of **15** Years Firm with the ability to be renew at the option of the Government for **5, 1**-year terms.

A separate GSA Form 1364 shall be submitted for each lease term scenario; the Government will choose the option which they believe is the most advantageous. Additionally, the Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget

Scorekeeping: Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term or option(s), an amendment to the RLP will be issued.

G. The Lease Term Commencement Date will be on or about **Fall 2018** or upon acceptance of the Space, whichever is later.

H. VA may initiate action to award a contract at any point after review of the initial offers. Therefore, offers should reflect the Offeror's best terms both from a technical and cost standpoint.

1.03 AREA OF CONSIDERATION (JUN 2012)

To receive consideration, submitted properties must be located within the following area described below, which is bound by the following roads, or must front on any of the following boundary lines:

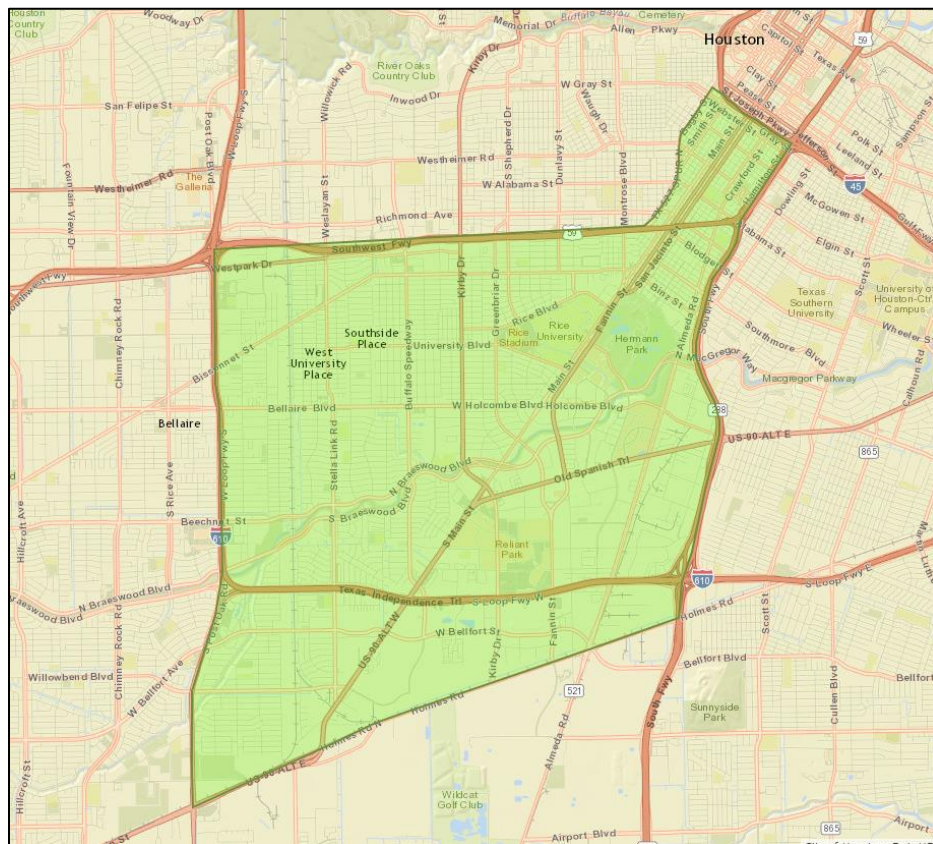
Bounded on the North: Interstate 45, Pierce Street, Bagby Street, TX 527 SPUR, & Interstate 69

Bounded on the South: Main Street & Holmes Road

Bounded on the West: Interstate 610 Loop

Bounded on the East: Highway 288

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



1.04 UNIQUE REQUIREMENTS (OCT 2016)

The offered Building and/or Property must have the following features:

- A. Swing Space – In the event an offer is submitted by the incumbent Lessor; the Offeror must provide a plan to provide swing space during renovations of the existing suite(s). The plan must include a phased buildout of both the existing space and space that would be added to the existing lease. All costs associated with swing space shall be included in the offered shell rate.

1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2015)

A. Neighborhood and Parking: 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.

The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available as outlined in Section 1.02 Part C above.

B. Neighborhood and Parking: 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. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available as outlined in Section 1.02 Part C above.

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.

2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be within safely accessible, walkable 2,640 foot distance of at least **five (5)** instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining **three (3)** instances must fall within at least 2 of the Diverse Use Categories shown below:

Diverse Use Category	Uses
Food Retail	Supermarket, Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes, Convenience store, Farmer's market, Hardware store, Pharmacy, Other retail
Services	Bank, Gym, Health club, Exercise studio, Hair care, Laundry, Dry cleaner, Restaurant, Café, Diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K-12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

To be considered, amenities must be accessible from the Building by continuous sidewalks, walkways, or pedestrian crosswalks. 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.

D. Transit Accessibility: A subway, light rail, or bus rapid transit stop shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 2,640 feet from the principal functional entrance of the building, as determined by the LCO.

As an alternative, stops for two or more public bus or streetcar lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building, as determined by the LCO. Combined, the bus or streetcar stops must provide at least **20** trips per weekday or trip headways (time between each vehicle) of no less than **30** minutes during business hours. Qualifying transit routes must have paired route service (service in opposite directions during all posted service times) during business hours. Only trips in one direction are counted towards the threshold. If a qualifying transit route has multiple stops within the required walking distance, only trips from one stop are counted towards the threshold. Transit service must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such transit service will exist by the Government's required occupancy date.

1.06 LIST OF RLP DOCUMENTS (OCT 2016)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS-XXP-LXXXXXXX (Form L100)	40	A
Space Plan Requirements	16	B
Security Requirements for Level II	7	C
GSA Form 3516, Solicitation Provisions	5	D
GSA Form 3517B, General Clauses	15	E
Proposal to Lease Space (GSA Form 1364)	5	F
GSA Form 1217, Lessor's Annual Cost Statement	3	G
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	H
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	I
Security Unit Price List	2	J
Seismic Offer Forms	8	K
DOL Wage Determination	22	L
Standard Form (SF) 330 – A/E Qualifications	14	M
Standard Form (SF) 527 – Contractor Qualifications	6	N
Standard Form (SF) 24 – Bid Bond	2	O
Standard Form (SF) 25 – Performance Bond & Standard Form (SF) 25A – Payment Bond	4	P
Certification of Building Energy Performance	1	Q
Certification of Current Cost and Pricing	1	R
Past Performance Survey Form	1	S
Past Performance Reference Form	4	T
VA IT Security Requirements	1	U
VA National Rules of Behavior	6	V
VA Criteria for Facilities	2	W
Reporting Executive Compensation	3	X
Responsibility Matters (FAR Clause)	3	Y
Vendor Payment Form	2	Z

1.07 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.

1.08 LEASE DESCRIPTION (OCT 2016)

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 Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated 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. The security pricing process is described in a separate paragraph.

F. 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.

G. 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.

1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. There are certain Building requirements that 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.

1.10 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 list of security countermeasures that must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she shall amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent..

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

1.12 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.

1.13 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's CO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its CO by notice, without an express delegation by the prior CO.

Lease CO:

Anntwinette Dupree-Hart
425 I Street, NW
Washington, DC 20001
ANNTWINETTE.DUPREE-HART@VA.GOV

Project Manager:

Department of Veterans Affairs
Ed Carter - **Realty Specialist**
425 I Street, NW
Washington, DC 20001
Email: edward.carter5@va.gov

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

Alternate Government Contact:

Brad Seifert
Public Properties
1010 Wisconsin Avenue, NW
Suite 650
Washington, DC 20007
O: 202-652-4192
M: 703-582-1807
bseiffert@ppwashdc.com

1.14 BROKER COMMISSION/LEASE ACQUISITION FEE (SEP 2013)

A. The Lessor shall be responsible for paying a Lease Acquisition Fee due in connection with the consummation of this Lease. For purposes of this Solicitation, the real estate firm of **Public Properties LLC** is the authorized representative of the US Department of Veterans Affairs (VA) and is providing Lease Acquisition Services to VA in connection with this transaction. It is understood between Lessor and VA that Public Properties LLC has provided Lease Acquisition Services on behalf of VA to assist in the completion of this transaction.

In connection with the provisions of such Lease Acquisition Services and in the event of consummation of a lease agreement between Lessor and VA, Lessor will pay a lease acquisition fee (LAF) to Public Properties LLC in the amount equal to two percent (2.00%) of the total contract value of the lease term to include, but not be limited to, base rent (including fixed rental increases or as annualized), other rental income, operating expenses (base year), real estate taxes (base year), and tenant improvement allowance (or applicable amortization). The total contract value that will be used to determine the two percent (2.00%) Lease Acquisition Fee will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee shall be due and payable, as follows:

Seventy-five percent (75%) of the lease acquisition fee shall be paid to Public Properties LLC within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of the lease acquisition fee shall be paid to Public Properties LLC within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments.

The Lessor's responsibilities to pay the LAF is independent of any other Lessor financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed VA by the Lessor. However, in the event Lessor shall fail to pay the lease acquisition fee amount owed to Public Properties LLC pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the LAF on behalf of Lessor to Public Properties LLC out of rent payments and/or any lump-sum payments owed or to-be-owed to Lessor for reimbursement(s) of tenant improvement costs or payment(s) for services/work provided by Lessor. The LAF shall not exceed one million dollars (\$1,000,000).

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

- A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the CO.
- B. To demonstrate potential for efficient layout, VA requests that the Offeror provide a test fit layout at the Offeror's expense; this is further outlined in Section 4 of the RLP. 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 will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage 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 (OCT 2016) – INTENTIONALLY DELETED

2.04 SEISMIC SAFETY – HIGH SEISMICITY (SEP 2013) – INTENTIONALLY DELETED

2.05 HISTORIC PREFERENCE (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).
3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).
4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.

2. A non-historic developed or undeveloped site within a Historic District.

3. A Historic Property outside of a Historic District.

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 must 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 (OCT 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 <HTTPS://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 RLP 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 <HTTPS://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 Section 3 of the Lease, 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. 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 must provide all known previous use of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)

A. Environmental Due Diligence

1. At the direction of the CO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.

2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

B. National Environmental Policy Act

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.

6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (i.e., buildings and historic districts) and below-grade (i.e., archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.

E. 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. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. *All original offers, including all required documents, must be submitted to **Public Properties, with an electronic copy on compact disc to VA's Contracting Officer and Realty Specialist**, at the addresses below. Documents must be properly executed and submitted no later than 5:00 PM, EST on the date specified on the Cover Page of this RLP:*

Public Properties LLC
ATTN: Brad Seifert or Nathan Van Arsdale
1010 Wisconsin Avenue, NW
Suite 650
Washington, DC 20007

Brad Seifert
Direct Phone: 202.652.4192
Email: bseifert@ppwashdc.com

Nathan Van Arsdale
Direct Phone: 202.652.4185
Email: nvanarsdale@ppwashdc.com

Department of Veterans Affairs
Contracting Officer
ATTN: Anntwinette Dupree-Hart
425 I Street, NW
Room 6E411B
Washington, DC 20001

Anntwinette Dupree-Hart
Email: anntwinette.dupree-hart@va.gov

Department of Veterans Affairs
Realty Specialist
ATTN: Ed Carter
425 I Street, NW
Washington, DC 20001

Ed Carter
Email: edward.carter5@va.gov.

Offers shall be submitted to Public Properties at the above referenced location in two (2) separate Volumes. Offers shall be properly signed, initialed, converted to a PDF file and indexed with bookmarks, and submitted on compact discs. Each compact disc shall be marked appropriately: Volume 1-Technical Proposal and Volume 2-Price Proposal.

In addition to the requested number of submission packages listed below, Offerors will submit **one original hard copy** to Public Properties at the above address; the original hard copy shall be properly signed, initialed, indexed and packaged in 3-ring binders marked, Volume 1-Technical Proposal and Volume 2-Price Proposal.

Offers shall consist of the following documents:

Volume 1-Technical Proposal (8 discs and 1 original to Public Properties)

- Technical Information that addresses evaluation factors and sub factors which are listed in Section 4.04 of this RLP.
- Design Intent Drawings, including plans, written narratives, and test fit of the Program of Requirements included as an attachment to this RLP.
- Detailed Operations and Maintenance Plan narrative and completed FMA Worksheet as described in Schedule A;
- Solicitation Provisions - Form 3516A;
- General Clauses – Form 3517B;

- Modified General Clauses – Lease Language;
- Representations and Certifications – Form 3518;
- Architect-Engineer Qualifications – Form 330 to include experience with government properties, special emphasis on major leases for office and research space.
- Contractor's Qualifications & Financial Information – Form 527 to include experience with government properties, special emphasis on major leases for office and research space.
- Past Performance Reference Forms
- Labor Standards Provisions (Part VI);
- Small Business Subcontracting Plan (if applicable);
- Certificate of Building Energy Performance;
- Certificate of Current Cost or Pricing Date;
- Form 3881 – Vendorizing Form;
- IT Security Requirements;
- GSA Seismic Certification Form (Project is exempt for Seismic Requirements due to low seismic location);
- Reporting Executive Compensation Form;
- VA National Rules of Behavior;
- One (1) hard copy of drawings and renderings of the building's exterior and interior including common areas if applicable.
- Under 3518, General Clauses & Updates, add – System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code.

Volume 2-Price Proposal (3 discs and 1 original to Public Properties)

- GSA Form 1364A, Proposal to Lease Space (one for each of the lease term scenarios);
- GSA Form 1217, Lessor's Annual Cost Statement;

B. 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.

C. 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.

D. 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 (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. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.
6. 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.
7. 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.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. 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.
10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
11. 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 VA'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. INTENTIONALLY DELETED

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

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 (OCT 2016)

A. This RLP is subject to an approved Prospectus issued in accordance with 40 USC § 3307. The Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed rent limitation set forth in the Prospectus. If a copy of the prospectus is not attached to the RLP, a copy may be obtained from the LCO upon request.

3.06 ADDITIONAL SUBMITTALS (OCT 2016)

Offeror shall also submit with its offer the following:

- A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.
- 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 CO 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 CO. 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.
- 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 must 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 Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.3 below.
 1. FPLS Submittal Information
 - a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
 - b. 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).
 - c. 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).
 - d. 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.
 2. 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 I.1.a through I.1.d above.
 3. 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 the Offeror is not required to submit to VA the FPLS Submittal Information listed in I.1 above.
- J. 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.

- K. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.
- L. The architectural plans for modernization, if the offered Building is not a modern office Building.
- M. An asbestos management plan, if the offered Building contains asbestos-containing materials.
- N. 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 ABOA 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 ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.
- O. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- P. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.
- Q. 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,
 2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
 3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," 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.
 4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
 5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.
- R. INTENTIONALLY DELETED
- S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed GREEN GLOBES® FOR NEW CONSTRUCTION (GG®-NC) credits for Two Green Globes level certification. If pursuing Green Globes®-NC, the Offeror may add

GBI Green Globes®Professionals (GGPs) to the project team, but it is not required. If 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 Green Globes® for ® Along with the proposed Green Globes® SI checklist, 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®Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

U. Information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."

V. Information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

W. If the Offeror requests any deviations, all deviations must 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 must 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.

X. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), 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.

Y. INTENTIONALLY DELETED

Z. In the initial offer and prior to award, the Offeror shall provide evidence of a firm commitment of teaming arrangements with both the general contractor and the architect firm(s) that were presented in the Lessor's proposal in the form of a letter on each company's letterhead addressed to the Contracting Officer from the principal(s) of each of the respective firms.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

The TI Allowance is **\$48.50** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

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 ~~TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2016)~~ INTENTIONALLY DELETED

3.09 ~~SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2016)~~ INTENTIONALLY DELETED

3.10 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)

The project TIs shall incorporate any necessary design parameters for the Space to meet Green Globes® for Sustainable Interiors (GG®-SI) requirements into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements (at the minimum One Green Globes level) as necessary to meet the certification.

3.11 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.

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

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA CO 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 CO or their designee. The CO 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 CO 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 CO 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 VA 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 CO 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 CO 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 CO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the CO'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 (JUN 2012)– INTENTIONALLY DELETED

4.04 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 technical evaluation factors other than cost or price, when combined, are approximately equal to cost or price. Offerors are advised that if proposals are considered technically equal, price may become the determining factor.
- C. The following award factor(s) will be considered; these factors are listed in descending order of importance :
 1. Factor 1: Technical Quality
 2. Factor 2: Evidence of Capability to Perform
 3. Factor 3: Operation and Maintenance Plan
 4. Factor 4: Offeror's Socioeconomic Status

FACTOR DESCRIPTIONS (OCT 2016)

A. Factor 1 – Technical Quality

The following areas will be considered within Factor No. 1 (Technical Quality):

1. Architectural Concept

This factor considers the interior functional and spatial relationships shown in the Offeror's floor plan. The space offered shall be of shape and dimensions that will accommodate the space program and interior functional requirements of the Research Office. Consideration will be given to the number and size of floors, column placement, lateral system (braced frame or moment frame or shear wall) placement, shape of footprint, circulation systems, and placement of mechanical, plumbing, and electrical service spaces. The Contracting Officer will reject buildings that are unsuitable in configuration for the Program of Requirements.

2. Site Layout and Parking Plan

Although the required agency parking for this requirement, as outlined in 1.02 C of this RLP, is 58 reserved spaces, additional spaces are preferred and consideration will be given to properties that can offer parking beyond the required number of spaces. If available on-site or at an adjacent property provide a plan to provide up to an additional 142 parking spaces. Consideration will be given to the total number of spaces offered and the proximity of spaces to the building.

3. Building Design

This factor considers the exterior design of the building. The building shall be of permanent materials and shall be compatible with its surroundings. Acceptable facades include stone, marble, brick, stainless steel or aluminum curtain wall systems, precast concrete or other permanent materials. Overall, the building must project a professional and aesthetically pleasing appearance.

4. Quality of Site Characteristics

This factor considers the Offeror's building location within the delineated area. This factor does not consider layout of the developed site but rather the properties proximity. Evaluation for this factor will consider access from adjoining roads to the site, location of amenities in relation to the site, site adjacencies, and the sites proximity to the VA Medical Center in Houston.

5. Sustainable Design and Energy Efficiency

The building envelope and systems will be evaluated for compliance with the environmental requirements of the RLP and Lease. Drawings, specifications, calculations, and narrative(s) will be reviewed and evaluation will consider sustainable design and energy efficiency, reasonable innovation in this area will be looked upon favorably.

B. Factor 2 – Qualifications and Past Performance

The following areas will be considered within Factor No. 2 (Qualifications and Past Performance):

1. Past Performance

Include the following information for each contract and subcontract performed by the Offeror (only include information on Offeror contracts for this section) and key personnel during the past three (3) years, as well as those contracts and subcontracts currently in progress. A separate record must be completed for each contract and subcontract. A Past Performance Survey Form is located in the FORMS part of this SFO and includes the following:

- Name and Address of Contracting Activity
- Contract Number
- Type of Contract
- Total Contract Amount and Status
- Date of Award and Date of Completion
- Description and Location of Contract Work
- List of Major Subcontractors
- Contracting Officer or Individual Responsible for Signing Contract and Telephone/FAX Numbers
- Project Manager and Telephone/FAX Numbers
- Resident Engineer/Contracting Officer's Technical Representative or Construction Supervisor and Telephone/FAX Numbers
- Administrative Contracting Officer or Individual Responsible for Administering the Contract (if different from Contracting Officer above) and Telephone/FAX Numbers

The Offeror must provide examples of past performance and experience, as a prime contractor, in successfully building, renovating, maintaining, and leasing facilities comparable in size and complexity to the one described in this Solicitation. Consideration will be given to:

- Timeliness of Performance
- Cost Control

- Effective Management
- Customer Satisfaction
- Quality Awards
- The Technical Success of the Project
- Existing and Previous Leases

The Offeror must also provide a list of references for the Offeror and key personnel. References shall be business, financial, and/or personal, and shall include letters of recommendation or commendation, awards or certifications that indicate Offeror possesses a high quality process for developing and providing the final project or service.

Relevancy: The government will place a higher level of relevancy on past performance for projects in the following order of priority:

- Projects performed for the Department of Veterans Affairs (VA)
- Projects performed on behalf of other Federal Government agencies
- Projects in the Houston market.
- Commercial & Private projects (non-healthcare related)

The government will use the past performance information submitted, the performance surveys conducted by the government, past performance records by other federal agencies and any other information that is made available to the Contracting Officer.

2. Financial Resources

Provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare and/or construct the space from two banks or other financial lending firms. Such commitment must be signed by an authorized bank officer or other financial institution and, at a minimum, must state:

- Amount of Loan
- Term in Years
- Annual Percentage Rate
- Length of Loan Commitment
- Name of the Principal(s) Involved
- The Purpose of the Loan
- Type of funding (Bonds vs. Traditional)

With the initial offer, provide satisfactory evidence of financial resources sufficient to prosecute the work. Such evidence may be one of the following; note that the more evidence provided will result in a higher rating for this sub factor.

- A Statement of Financial Condition
- Personal or Business Financial Statements, including Balance Sheets, and Profit and Loss Statements
- Investment Schedule
- Note Payable Schedule
- Previous Year's Federal Tax Return
- Annual Report
- Equity sources for transaction
- Back-up equity sources (if applicable)

All information is confidential and will not be shared.

If requested, additional or updated information must be provided.

3. Design Team Qualifications

Provide a completed SF 330, "Architect-Engineer Qualifications" for each individual or firm on the Lessor's design team outlining the firms experience and past performance. Identify key personnel that are to be committed to the project. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include entities providing the following services: Interior Architecture/Design, Mechanical Engineering, Fire Protection, Electrical Engineering, Physical Security and appropriate Low Voltage Engineering (Structured Telecommunications Cabling, Security, Audio Visual, and Special Systems).

Provide a copy of the license or certification of all A/E of Record individual(s) and/or firm(s), providing architectural and engineering design services, proving their ability to practice in the state where the facility is located. Low-voltage designers shall be BICSI-certified for structural cabling, and shall have OEM credentials.

Lessor shall maintain the same design team for the duration of the design development and construction process. Design team firm and key personnel shall not be changed without prior approval by the Contracting Officer.

In the initial offer and prior to award, the Offeror shall provide evidence of a firm commitment of teaming arrangements with both the general contractor and the architect firm(s) that were presented in the Lessor's proposal in the form of a

letter on each company's letterhead addressed to the Contracting Officer from the principal(s) of each of the respective firms.

4. Contractor Qualifications

Provide a completed GSA Form 527, "Contractor's Qualifications and Financial Information" for the General Contractor, Mechanical Contractor, and Electrical Contractor outlining the firms experience and past performance. In Section VII of Form 527, provide a description of outstanding commitments, names and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to that which is required herein.

Provide a copy of the license in the state where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If the Lessor is also the Contractor, information provided in response to paragraphs Past Performance and Financial Resources above need not be duplicated.

Lessor shall maintain the same general contractor for the duration of the construction process. General contractor firm and key personnel shall not be changed without prior approval by the Contracting Officer.

In the initial offer and prior to award, the Offeror shall provide evidence of a firm commitment of teaming arrangements with both the general contractor and the architect firm(s) that were presented in the Lessor's proposal in the form of a letter on each company's letterhead addressed to the Contracting Officer from the principal(s) of each of the respective firms.

C. Factor 3 – Operations and Maintenance Plan

The following areas will be considered within Factor No. 3 (Operations and Maintenance Plan):

These evaluation criteria will consider the adequacy and efficiency of the proposed Operations and Maintenance Plan to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility. The maintenance plan must include preventative maintenance to include timeframes for preventative maintenance, e.g. daily, weekly, monthly, quarterly, annually. It must also include reporting of the preventative maintenance results to the agency at least quarterly. Each sub-factor must be addressed in narrative or chart format. The Plan will be evaluated as a whole and must address at a minimum:

1. Interior and Exterior Maintenance of Building and Grounds

Provide a detailed narrative and chart detailing a proposed maintenance schedule for all major building systems. Additionally, all exterior janitorial and upkeep shall be outlined. Refer to the Lease and Schedule A for details on minimum requirements.

2. Routine and Emergency Calls - Procedures and Response Times

Provide a detailed narrative and schedule for Routine and Emergency Maintenance Calls. Offeror shall include points of contract, lines of communication, etc.

3. Staffing Plan, Administrative Procedures, and Quality Control Plan

Provide a staffing plan for both on-site and off-site members of the maintenance team. Offeror should include history of performance and experience for those performing maintenance work. Provide a management/administrative procedures plan for staffing. Provide a quality control plan for the overall operations and maintenance of the facility.

D. Factor 4 – Socioeconomic Status

For the purposes of this solicitation and resultant contract (lease), North American Industry Classification System (NAICS) codes is 531120. The small business size standard is \$38.5 million. Under this classification, a concern is considered a small business if its average annual receipts for its preceding three (3) fiscal years do not exceed the size standard reflected. Prime and Joint Ventures submitting a proposal in response to this solicitation must meet the small business size standard.

Eligible Service-Disabled Veteran-Owned Small Businesses, Veteran-Owned Small Businesses, or Small Businesses shall receive credit for their status. Service-Disabled Veteran-Owned Small Businesses will receive full credit for this evaluation criteria, Veteran-Owned Small Businesses will receive partial credit greater than, all other Small Businesses, which will receive partial credit.

SMALL BUSINESS

In order to receive credit for any small business classification, as a component of these evaluation criteria, small businesses must:

- Register and provide a DUNS Number validated in SAM.GOV
- Completed Representations and Certifications in SAM.GOV that have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation)

- Provide the SAM.GOV print out verifying offering entity's status for NAICS 531120
- Provide SBA web print out showing registration or a signed acknowledgement of application from the Small Business Administration

SDVOSB and VOSB

Status as a Service-Disabled Veteran-Owned Small Business is determined in accordance with 13 CFR Parts 125.8 through 125.13. Additionally, the SDVOSB or VOSB evaluation criteria, the offeror MUST be registered and have an active status in the Vendor Information Pages (VIP) database at www.vetbiz.gov. Offerors must provide a copy of the Center for Veterans Enterprises (CVE) Verification letter at initial offer and with final revised proposals. The Offeror's DUNS must correspond to the DUNS in SAM.GOV.

The core requirements for a company to become verified are:

- The Veteran owner(s) have direct, unconditional ownership of at least 51% of the company (38 CFR 74.3) and have full decision making authority (38 CFR 74.4 (g));
- The Veteran manages the company on both a strategic policy and a day-to-day basis (38 CFR 74.4);
- The Veteran holds the highest officer position (38 CFR 74.4(c)(2));
- The Veteran should be the highest compensated employee unless there is a logical explanation otherwise submitted by the Veteran as to how taking a lower salary than other employee(s) helps the business (38 CFR 74.4 (g) (3)); and
- The Veteran has the managerial experience of the extent and complexity needed to run the company.

JOINT VENTURES

For purposes of this solicitation a Joint Venture (JV) is a Partnership. An Offeror may submit a proposal in the form of a Joint Venture only if the existing Joint Venture has a corresponding DUNS Number in <https://www.SAM.gov> and all the proposal submission documents are in the name of the existing Joint Venture, not the individual partners of the Joint Venture. These include, but are not limited to:

- GSA Form 3518
- GSA Form 1364A
- GSA Form 1217
- Financial Resource Commitment Letters

Offerors who are an existing Joint Venture may submit a proposal under this solicitation subject to the following conditions:

1. The Joint Venture is registered in SAM.GOV and has a corresponding DUNS Number;
2. The Joint Venture meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i));
3. The Joint Venture must meet the requirements of 13 CFR 125.15(b);
4. The Joint Venture fills out and submits the Representations and Certifications in Section K; and,
5. The Offeror must submit a complete copy of the Joint Venture agreement that established the relationship, disclosing the legal identity of each partner of the Joint Venture, the relationship between the partners, the form of ownership of each team member, any limitations on liability or authority for each partner, and a specific statement of what resources each partner provides the teaming arrangement. In addition, the existing Joint Venture must:
 - a. Clearly identify the entities which make up the Joint Venture relationship, including disclosure of the primary point of contact for each of the partners;
 - b. Disclose the member of the Joint Venture that is designated as the "team lead," and clearly explain the specific duties/responsibilities of the "team lead" relative to the other members of the team and to the Government;
 - c. Describe the specific duties/responsibilities of each partner of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under this contract; and,
 - d. Address the duration of the Joint Venture, including when it became effective, when it expires, and the basis for determination.
6. If the Joint Venture meets the small business size determination (FAR 19.101(7)(i)), each Joint Venture partner must be registered in SAM.GOV, have a corresponding DUNS Number, and provide the SAM.GOV print out verifying each entities status for NAICS 531120.
7. A joint venture may be considered a Service-Disabled Veteran-Owned Small Business if:
 - a. The Joint Venture is registered and verified in the Vendor Information Pages (VIP) database at www.vetbiz.gov. Offerors must provide a copy of the Center for Veterans Enterprises (CVE) Verification letter. The Offeror's DUNS must correspond to the DUNS in SAM.GOV.
 - b. Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement
 - c. The Joint Venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101; and
 - d. The Joint Venture meets the requirements of 13 CFR 125.15(b)

4.06 ~~FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED~~

4.07 FACTOR SUBMITTAL REQUIREMENTS (OCT 2016)

- A. Factor 1 – The following list includes, but is not limited to, items that shall be submitted in response to Factor 1.
- Floor Plan depicting how the Program of Requirements fits into the offered space.
 - Parking Plan depicting offered spaces in relationship to the building and site. Plan should include any off-site parking that is being provided as part of this offer.
 - Site Plan depicting ingress and egress from the building and site.
 - Images of the building exterior and interior including lobby, courtyards, etc.
 - An area map depicting the properties relationship to adjoining roads, amenities, site adjacencies, and the VA Medical Center in Houston.
 - Drawings, specifications, calculations, and/or narrative(s) addressing sustainable design and energy efficiency.
- B. Factor 2 – The following list includes, but is not limited to, items that shall be submitted in response to Factor 2.
- Provide examples in which the offeror was a developer and/or lessor of property. Refer to the Factor 2 for relevancy of past performance.
 - Provide evidence of capability to finance building renovations and tenant improvement buildout. Examples of evidence are bank statements, conditional loan commitments, financial statements, etc.
 - Name of architect for the project and completed SF 330, "Architect-Engineer Qualifications.
 - Name of contractor and completed GSA Form 527, "Contractor's Qualifications and Financial Information".
- C. Factor 3 – The following list includes, but is not limited to, items that shall be submitted in response to Factor 3.
- Provide a detailed narrative and chart detailing a proposed maintenance schedule for all major building systems. Additionally, all exterior janitorial and upkeep shall be outlined.
 - Provide a detailed narrative and schedule for Routine and Emergency Maintenance Calls.
 - Provide a staffing plan for both on-site and off-site members of the maintenance team.
- D. Factor 4 – The following list includes, but is not limited to, items that shall be submitted in response to Factor 4.
- Refer to 4.04 Factor D.

4.08 DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2016)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
 4. Also as stated in the "Broker Commission and Commission Credit" 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.
 5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 2.5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 2.5 percent to yield net PVC. The operating expenses will be both escalated at 2.0 percent compounded annually and discounted annually at 2.5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.0 percent compounded annually and discounted annually at 2.5 percent.

b. The annualized (over the full term) 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.)

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 2.5 percent.

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

e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364 any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.

o The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.

o The underlying costs equals the TIA divided by (1 + A/E fee percentage)
 $\$300,000 / 1.05 = \$285,714.29$

o A/E fees at 5% of the underlying costs are $.05 \times \$285,714.29 = \$14,285.71$

o Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000

o The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as $\$300,000 \times .05 = \$15,000$.

o The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of 0 hours of overtime HVAC per year for the Space. This cost will be discounted annually at 2.5 percent.

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.10 AWARD (OCT 2016)

A. To document the agreement between the parties, the successful Offeror and the VA Contracting Officer will execute a Lease prepared by VA, which incorporates the agreement of the parties. In addition to other attachments to the RLP, the Lease shall at a minimum consist of the following:

1. Lease No. VA-101-L-XX-XXXXX 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.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 POST AWARD KICK-OFF MEETING

After lease award, VA will hold a Post-Award Kickoff Meeting at a location, date, and time to be determined by VA. In attendance will be the Contracting Officer, the VA Project Manager, the ACO/COR, VA's contract real estate broker, members of the Veterans Health Administration leadership and user group, and the Lessor and key members of the Lessor's design and construction teams. The purpose of the Post-Award Kickoff Meeting is to congratulate the Lessor on the lease award, review the delegation of authority from the Contracting Officer to the ACO/COR, review contract clauses and requirements, and define all participants' roles and responsibilities. If the Lessor is prepared and the ACO/COR and local user group are ready, a design meeting may be held immediately after the conclusion of the Post-Award Kickoff Meeting.

5.02 DEBRIEFINGS

The Government will disclose the items referenced 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.

5.03 FEDERAL ACQUISITION REGULATIONS (FAR)

The following FAR clauses are incorporated by reference:

52.204-3 Taxpayer Identification.
52.204-6 Data Universal Numbering System (DUNS) Number.
52.204-7 System for Award Management. (3517B)
52.219-1 Small Business Program Representations.
52.219-28 Post-Award Small Business Program Representation (use if lease term exceeds five years). (3517B)
52.232-23 Assignment of Claims. (3517B)
52.232-33 Payment by Electronic Funds Transfer-System for Award Management. (3517B)
52.233-1 Disputes. (3517B)
52.222-21 Prohibition of Segregated Facilities. (3517B)
52.222-22 Previous Contracts and Compliance Reports.
52.222-25 Affirmative Action Compliance.
52.222-26 Equal Opportunity. (3517B)
52.222-35 Equal Opportunity for Veterans. (3517B)
52.222-36 Equal Opportunity for Workers with Disabilities. (3517B)
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era. (3517B)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (3517B)
52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (3517B)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.203-2 Certificate of Independent Price Determination.
52.203-7 Anti-Kickback Procedures. (3517B)
52.204-5 Women-Owned Business (Other than Small Business).
52.209-5 Certification Regarding Responsibility Matters.
52.215-2 Audit and Records-Negotiation. (3517B)
52.219-8 Utilization of Small Business Concerns. (3517B)
52.223-6 Drug-Free Workplace. (3517B)
52.233-2 Service of Protest.
52.219-9 Small Business Subcontracting Plan. (3517B)
52.219-16 Liquidated Damages-Subcontracting Plan. (3517B)
52.219-24 Small Disadvantaged Business Participation Program-Targets.
52.219-25 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting.
52.203-13 Contractor Code of Business Ethics and Conduct. (3517B)
52.203-14 Display of Hotline Poster(s). (3517B)
52.222-24 Pre-award On-site Equal Opportunity Compliance Evaluation. (3516)
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (3517B)
52.215-12 Subcontractor Certified Cost or Pricing Data. (3517B)
52.215-5 Facsimile Proposals. (3516)
52.219-26 Small Disadvantaged Business Participation Program-Incentive Subcontracting.

5.04 BID BOND

To assure the faithful execution of the terms and conditions of the agreement, each Offeror shall submit a Bid Bond with their initial offer. Offers without Bid Bonds will not be considered. The Bond shall remain in effect until a Performance Bond becomes effective should the Offeror be successful, or until VA has notified the Offeror that his proposal is no longer under consideration by VA. A surety company holding a certificate of authority from the Secretary of the Treasury as acceptable surety will execute the Bond. A

verifax or other facsimile copy of the agent's authority to sign bonds for the Surety Company shall accompany the Bond. The Offeror shall furnish a proposal guarantee in the form of a Bid Bond supported by good and sufficient surety acceptable to the Government. The amount of the Bid Bond guarantee shall be in the amount of \$100,000.00. Acceptable alternate bonding protection will be in accordance with FAR 28.204-1 United States Bonds or Notes, or FAR 28.204-3 Irrevocable Letter of Credit (ILC). Invalid bonds may be grounds to render your proposal non-responsive and will not be eligible for an award. Once an award has been made all original Bid Bonds will be returned, except for the successful Offeror whose Bid Bond will be required to remain in full force until such time as a Performance Bond has been received and accepted by the Government.

5.05 PAYMENT / PERFORMANCE BOND

The successful Offeror shall provide a Performance Bond for 100% of the original contract price no later than 60 days from VA's final review and written approval of the completed construction documents. The Performance Bond shall remain in effect until the Government accepts the space for occupancy. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(a) Definitions. As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Payment Bonds (Standard Form 25A). To assure faithful payment to subcontractors and material suppliers, a surety bond is required by the Offeror to guaranty that his subcontractors and material suppliers on the project will be paid. The penal amount of payment bonds shall be 100 percent of the construction price based on the 100 percent complete construction drawings, no later than 60 days from VA's final review and written approval of the completed construction documents. The Payment Bond shall remain in effect until the Government accepts the space for occupancy. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(2) Performance Bonds (Standard Form 25). To assure faithful execution of the contract, the successful Offeror shall provide a Performance Bond for 100% of the Total Project Cost as shown in the Offeror's Schedule D no later than thirty (30) days after the date of lease award. The Performance Bond shall remain in effect until it is amended or replaced as set forth in Paragraph (3) below. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(3) Performance Bonds after 100% Construction Drawings. The successful Offeror shall provide an amended or replacement Performance Bond for 100% of the actual construction cost, based on the completed construction documents, no later than 60 days from VA's final review and written approval of the completed construction documents. The amended or replacement Performance Bond shall remain in effect until the Government accepts the space for occupancy. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(4) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to obtain an additional bond for the increased amount.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.

Or via the internet at [HTTP://WWW.FMS.TREAS.GOV/C570/](http://WWW.FMS.TREAS.GOV/C570/).

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract. To assure the faithful execution of the terms and conditions of the agreement, each Offeror shall submit a Bid Bond with their initial offer. Offers submitted without Bid Bonds will not be considered. The Bond shall remain in effect until a Performance Bond becomes effective should the Offeror be successful, or until VA has notified the Offeror that his proposal is no longer under consideration by VA. A surety company holding a certificate of authority from the Secretary of the Treasury as acceptable surety will execute the Bond. A verifax or other facsimile copy of the agent's authority to sign bonds for the Surety Company shall accompany the Bond. The Offeror shall furnish a proposal guarantee in the form of a Bid Bond supported by good and sufficient surety acceptable to the Government. The amount of the Bid Bond guarantee shall be in the amount of \$100,000. Acceptable alternate bonding protection will be in accordance with FAR 28.204-1 United States Bonds or Notes, or FAR 28.204-3 Irrevocable Letter of Credit (ILC). Invalid bonds may be grounds to render your proposal non-responsive and will not be eligible for an award. Once an award has been made all original Bid Bonds will be returned, except for the successful Offeror whose Bid Bond will be required to remain in full force until such time as a Performance Bond has been received and accepted by the Government.

5.06 DAVIS BACON WAGES

The wages to be paid during performance under this lease contract must conform to the Department of Labor's General Wage **Decision No. TX20160303 dated 12/01/2017** and as may be amended during the period of construction of the leased premises. A copy of the standards is provided in PART VI of this Solicitation. ***It is the Lessor's responsibility to obtain and maintain the most current rates.***

5.07 RECORDATION REQUIREMENTS

The Lessor will be required to execute and record a Memorandum of Lease in the land records of the county or other political subdivision in which the facility is located. Preparation of the Memorandum of Lease, recordation, and all expenses associated with this action are the responsibility of the Lessor. Acceptable evidence of recordation is a copy of the Memorandum of Lease bearing a recordation stamp, or other evidence of recordation as may be customary for the particular recordation office. This action must be accomplished within 30 calendar days after award. Evidence of such must be provided to the Contracting Officer.