

VA REQUEST
FOR LEASE
PROPOSALS
NO.
36C24218R0167
SUSSEX, NJ

Offers due by
3/06/2018

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:00PM EST** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

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

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

SIMPLIFIED RLP
GSA FORM R101A (10/17)

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REQUEST FOR LEASE PROPOSALS NO. VA243-16-R- 0475

12 February 2018
SIMPLIFIED RLP GSA FORM R101A (October 2017)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

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 L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (GSA Form 1364A), and a Simplified Lease Proposal Data form (GSA Form 1364A-1) on which Offerors 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. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the Lease and delivers a signed copy to the Offeror.

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

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

CITY, STATE	NEWTON, NJ
DELINEATED AREA	NORTH OF RIDGE RD, SOUTH OF RT 226, EAST OF HIGH STREET, WEST OF WEST END AVE,
SPACE TYPE(S)	MEDICAL SPACE
MINIMUM SQ. FT. (ABOA)	4000
MAXIMUM SQ. FT. (ABOA)	4200
RESERVED PARKING SPACES (TOTAL)	15
RESERVED PARKING SPACES (SURFACE)	15
RESERVED PARKING SPACES (STRUCTURE)	0
INITIAL FULL TERM	10 YEARS
TERMINATION RIGHTS	90 DAYS PRIOR WRITTEN NOTICE
INITIAL FIRM TERM	5 YEARS
OPTION TERM	0
ADDITIONAL REQUIREMENTS	

B. 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.

1.03 INTENTIONALLY DELETED

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (OCT 2017)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. VA243-16-L-0105 (Form L201A)	35	A
Agency Specific Requirements, Dated 11/2017	3	B
Security Requirements for Level 1	4	C
GSA Form 3516A Solicitation Provisions	5	D
Proposal to Lease Space (GSA Form 1364A)	2	E
GSA Form 1217, Lessor's Annual Cost Statement	2	F
GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	7	G
Past Performance Questionnaire	6	H
Tenant Improvement Cost Summary (TICS) Table	1	J
Ideal Space Plan	1	K
GSA Form 1364-1A Simplified Lease Proposal Data	1	L
Standard Form 294 Subcontracting Report	4	M
Leasing Model Small Business Subcontracting Plan	18	N

1.05 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.

1.06 LEASE DESCRIPTION (SIMPLIFIED) (OCT 2016)

Offerors 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.

The Lease contemplated by this RLP includes:

- A. The term of the Lease
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Agency Specific Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy.
- E. Security Requirements.
- F. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, taxes, and security upgrades. Rent will 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. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and Lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease without further compensation other than the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes. 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.

The security pricing process is described in a separate paragraph.

1.07 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.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

Lease LCO:

Joan Hathaway
VA-New Jersey-HCS
Network Contracting Office – 2 (10N2/NCO)
151 Knollcroft Road, Bldg 2, Room 208A
Lyons, NJ 07939
Office: 908-647-0180 X1-4607
Fax: 908-604-5343
Email: JOAN.HATHAWAY@VA.GOV

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

Alternate Government Contact:

Helen Mejia
VA New Jersey HCS
Network Contracting Office 2 (10N2/NCO)
151 Knollcroft Road, Bldg 2 Room 208F
Lyons, NJ 07939
Office 908-647-0180 x1-4709
Cell 646-772-6273
Fax] 908-604-6273
Email Helen.Mejia@va.gov

1.09 INTENTIONALLY DELETED

1.10 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (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 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017)

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

B. The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

C. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

1.12 DUNS NUMBER (OCT 2017)

An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United

States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense.

2.02 FLOOD PLAINS (OCT 2017)

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 and does not impact the Government's full use and enjoyment of the Premises. 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.

In addition, a Lease will not be awarded for any offered Property adjacent to 100-year floodplain, where such an adjacency would, as determined by the LCO, in his or her sole discretion, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

2.03 INTENTIONALLY DELETED

2.04 INTENTIONALLY DELETED

2.05 INTENTIONALLY DELETED

2.06 ASBESTOS (JUN 2012)

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

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

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in 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 INTENTIONALLY DELETED

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

A. Environmental Due Diligence

1. At the direction of the LCO, 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.

2.11 INTENTIONALLY DELETED

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013)

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

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at <HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR>.

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **4:00PM EST** on the following date at the following designated office and address:

Date: March 06, 2018
Office: ATTN: Joan Hathaway, VA Network Contracting Office (NCO2)
Address: 151 Knollcroft Rd, Bldg 2, Room 208A, Lyons, NJ 07939

2. No later than **4:00PM EST** on the following date at the following email address:

Date: March 06, 2018
Email: Joan.Hathaway@VA.GOV
Address:

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

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

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

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (OCT 2017)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
Lease No. VA243-16-L-0105 (Form L201A), signed and initialed by Offeror
Simplified Lease Proposal (GSA Form 1364A), completed and signed by Offeror
GSA Form 1217 Lessor's Annual Cost Statement
Agency Specific Requirements, Dated 11/2017 , initialed by Offeror
Security Requirements, initialed by Offeror
GSA Form 3516A Solicitation Provisions
Fire Protection and Life Safety information and documents (See Fire Protection and Life Safety paragraphs in RLP and Lease for applicable requirements)
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
VA REQUEST FOR LEASE PROPOSAL FORM R100
Evidence of ownership or control of Building or site
EISA compliance information (See Energy Independence and Security Act paragraphs in RLP and Lease for applicable requirements)
Registration in the System for Award Management (SAM). Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if offeror is not the owner of the Property.
Standard Form 294 Subcontracting Report
Leasing Model Small Business Subcontracting Plan

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

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

1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
2. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
3. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
4. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration. Plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
5. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.

B. If the Space offered is 10,000 ABOA or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in A.1 through A.5 above.

C. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then Offeror is not required to submit to GSA the FPLS Submittal Information in A.1 through A.5 above.

3.05 EISA SUBMITTALS (SIMPLIFIED) (MAR 2016)

A. 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; and if no improvements are cost effective, the Offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
3. 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®, or

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools 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.

C. 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 must be submitted.

3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)

A. TIs are those costs required for building out the Government demised area in accordance with Agency Specific Requirements and Security Requirements as developed in Government approved DIDs. All TIs required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The TI pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary 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.

3.07 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 (**completed after hours**) 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.

3.08 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

A. The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the LCO to be necessary. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

B. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (SEP 2013)

A. HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364A-1, Simplified Lease Proposal Data. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

B. If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012)

A. The Government reserves the right to make an award based upon initial offers. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation (Simplified)" paragraph in this section of the RLP. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

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

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

4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (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 GSA'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 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 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 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 2.5 percent compounded annually and discounted annually at 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 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.

4.05 AWARD (SIMPLIFIED) (OCT 2017)

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

1. Lease No. VA243-16-L-0105 and any associated Lease amendments.

2. Agency Specific Requirements (ASR)

3. General Clauses included with the Lease and incorporated by reference.

4. The pertinent provisions of the offer, including the 1364A.

5. Floor plans of the offered Space.

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 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

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

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (OCT 2017)

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (OCT 2017)

4.05 AWARD (SIMPLIFIED) (OCT 2017)

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)