

VA REQUEST FOR
LEASE
PROPOSALS
NO.
VA101-16-R-0151
Leavenworth, KS

Offers due by
4:00 PM ET
April 25, 2018

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4:00 PM ET on the date above. See "Receipt Of Lease Proposals" herein for additional information. A Pre-Bid conference is scheduled to be held virtually on **March 28, 2018**. Details regarding the Pre-Bid will follow through an Amendment.

NAICS CODE: 531120

**\$38.5 MILLION IN GROSS RECEIPTS
APPLIES TO THE OWNERS OF BUILDING
SPACE LEASED TO THE FEDERAL GOVERNMENT.**
The standard does not apply to an agent.

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.

**Warehouse RLP
GSA FORM R101WH (10/17)**

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REQUEST FOR LEASE PROPOSALS NO. VA101-16- R-0151

March 14, 2018
WAREHOUSE RLP GSA FORM R101WH (October 2017)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (WAREHOUSE) (MAY 2014)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Warehouse Lease described in the RLP documents. The Government will select an Offeror for award by evaluating proposals conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. The RLP documents include a lease form (GSA Form L201WH) setting forth the preferred lease term and other terms and conditions of the Lease contemplated by this RLP. The RLP documents include a GSA Proposal to Lease Space (GSA Form 1364WH) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. Offerors are to provide the required rent and other price data for each requested lease term scenario. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. Offeror should not attempt to complete the lease form (GSA Form L201WH). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data as provided by Offeror in its GSA Form 1364WH into the GSA Form L201WH lease form, creating a completed Lease. VA will transmit the completed Lease, including the awarded lease term and 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 signature page, initial each page of the Lease, and return it to the Lease Contracting Officer (LCO).
- D. The Offeror's executed Lease shall constitute a firm offer. The Lease is not a binding contract until the LCO executes the Lease and delivers a signed copy to the Offeror.

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

- A. The Government seeks to lease 88,449 square feet of contiguous space on a single floor in a warehouse type building. The required space is to be measured and offered by Offerors in square feet in accordance with American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF), (hereinafter referred to as "ANSI/BOMA ABOA SF" or "ABOA SF"), within the area of consideration set forth below. Mezzanines are excluded; they will not be counted as rentable space and will have to be removed if their volume is to be counted. See Section 2 of the lease for applicable ANSI/BOMA standards. The required space shall be contiguous space in an existing building and must be located on no more than two (2) contiguous floors. All CMOP production equipment must be located on a single ground level (first) floor to ensure efficient production flow in and out of the building, but administrative space could potentially be located on the second floor. Also see Section 4 of this RLP for details on the calculation of the Present Value Price Evaluation—Warehouse Square Foot Method that will determine the lowest priced offer. The space shall have a minimum clear ceiling height of twenty-five (25) feet.
- B. The space shall be located in a modern quality building of sound and substantial construction in good condition and acceptable to the LCO. If not a new building, the offered space shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space in conformance with this RLP and the associated documents either attached to or incorporated by reference (and itemized in the paragraph entitled "List Of RLP Documents"). Unless specifically stated as tenant improvements (TI), the Lessor shall perform all work at Lessor's sole cost and expense.
- C. The offered space must provide, to be considered technically acceptable, a cold dark shell at the time of initial offers, as stated in Paragraph 3.02. A cold dark shell shall be defined as: a commercial building with an unfinished interior and lacking heating, ventilating, and air conditioning (HVAC), and usually without lighting, plumbing, ceilings, elevators, or interior walls. A cold dark shell is ready for warm shell or vanilla shell improvements (VSI), which are to be completed by the Lessor once the lease agreement has been negotiated and executed.
- D. Bay Width, Bay Depth, and Column Spacing:
 - 1. Bay Width: 200' (the distance from one side of the bay to the other side of the bay in linear feet and inches)
 - 2. Bay Depth: 200' (the distance from the front of the bay to the back of the bay in linear feet and inches)

3. Column Spacing: Columns shall be at least forty (40) linear feet apart, measured from the nearest surface of each.
- E. Floors and Floor Load:
See lease Paragraph entitled FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) in Section 3 of the Lease.
- F. Automobile Parking: 192 parking spaces for automobiles of which all spaces shall be marked as reserved for the exclusive use of the Government. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.
- G. Semi-Trailer Staging Area/Parking: Intentionally deleted.
- H. Delivery Route: At least one unobstructed route at least 36 inches wide having no steps or abrupt changes in level to connect all accessible elements, spaces, buildings, and courses of passage.
- I. Loading Docks: (Also see the "LOADING DOCKS—SHELL (WAREHOUSE)" and "LOADING DOCKS – TI (WAREHOUSE) paragraphs in Section 3 and Section 5 of the lease form).
- Lessor shall provide a minimum of 5 loading dock(s) for the exclusive use of the Government. The dock height and configuration shall be traditional.
- All dock doors shall include electronic openers as a part of Shell Rent unless otherwise specified in the Agency Special Requirements and/or Section 5 of the Lease form. Any other upgrades (e.g., security enhancements) to the dock doors shall be consider to be an Agency Specific Requirement/Tenant Improvements.
- J. Truck Turning Radius: At a minimum, a truck turning radius of 40 feet sized for 60-foot long semi-tractor trailers for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.
- K. Wareyard: Intentionally Deleted
- L. Property Perimeter Fencing: Perimeter fencing of the entire site shall be provided in accordance with the Agency Special Requirements ("ASRs") attached hereto as Appendix C. This requirement may be met with existing fencing if acceptable to the Lease Contracting Officer in which case the existing fencing will be considered a part of Shell Rent.
- M. 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.). 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.
- N. The lease term shall be up to 20 years, inclusive of all options. The Offeror must submit price proposals for each of the following scenarios:
- All offerors must submit proposals based on the following:
- Alternative A) 15-year firm term;
 - Alternative B) 15-year firm term, with five 1-year options; and
 - Alternative C) 20-year firm term.
- The CO reserves the right to award a contract based on any alternative lease term listed above, and may select the number of option years, in the best interest of the Government. For instance, the CO could elect to award a 20-year firm term, a 15-year firm term, or a 15-year firm term with two 1-year options. All the terms and conditions contained herein shall prevail throughout the term of the lease, including all renewal options. The Offeror is advised that it must submit pricing for all alternates listed above in order to be considered responsive. An Offeror submitting different or fewer pricing alternates may be rejected as non-responsive by the Contracting Officer.
- O. Occupancy is required in accordance with the schedule outlined in the Schedule for Completion of Space paragraph under the Lease. The specific acceptance date will be set forth in the lease contract at award.
- The anticipated Lease Term Commencement Date will be twelve (12) months from award, or upon acceptance of space, whichever is later.
- P. See loading dock requirements and other requirements in Section 3 of the Lease.
- Q. Intentionally deleted.

1.03 UNIQUE REQUIREMENTS (OCT 2016)

The Existing Building must have the following features:

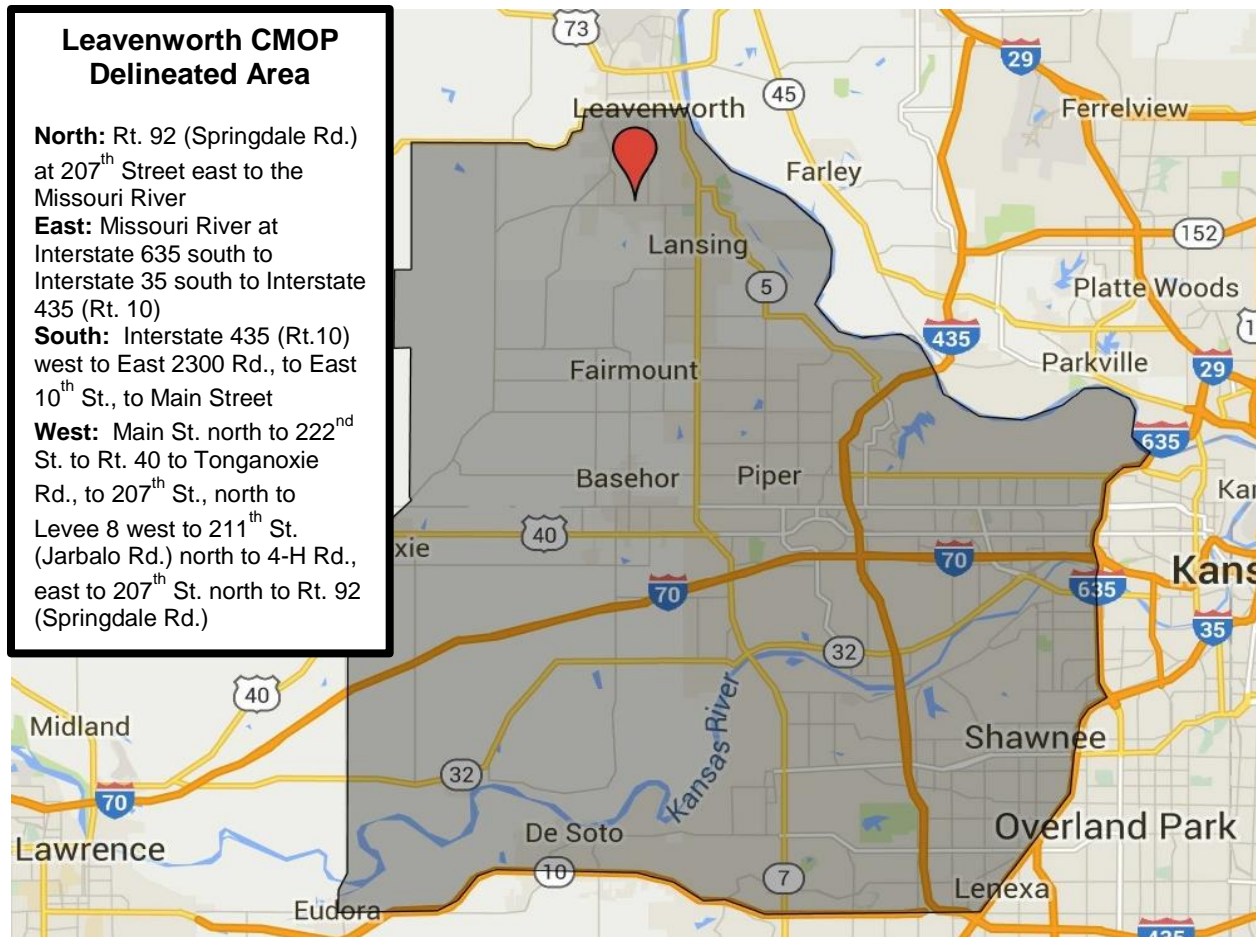
- A. Space in an existing building must be located on no more than two (2) contiguous floors. All CMOP production equipment must be located on a single ground level (first) floor to ensure efficient production flow in and out of the building, but administrative space could potentially be located on the second floor.
- B. The building interior must have acceptable floor space to accommodate CMOP production equipment and supply inventory.
- C. The ceiling height shall be a minimum of twenty-five (25) feet and the column spacing a minimum of forty (40) feet.
- D. Offered space cannot be in the FEMA 100-year flood plain.
- E. Offered space must be zoned for VA's intended use, at the time of initial offer submittal.
- F. Offered space will not be considered if located in close proximity to property with incompatible uses, including but not limited to the following uses: smoke/vapor shops, controlled substance dispensaries, liquor establishments, treatment centers, correctional facilities, where firearms are sold/discharged or railroad tracks.
- G. Space will not be considered where apartment space or other living quarters are located within the same building.
- H. Offered space must be easily accessible to multiple thoroughfares which provide multiple routes of travel.
- I. Loading dock and freight elevator required if an elevated floor is offered. Parking lot must be able to accommodate deliveries by trucks with trailers.
- J. Structured parking under the space is not permissible. Offerors must make a statement affirming.
- K. Offered space must meet Federal and Local Government requirements for fire safety, physical security, accessibility, seismic, and sustainability standards per the terms of the solicitation for offers or request for proposals.
- L. Offered space must be compatible for VA's intended use.
- M. Access to dedicated, contiguous, secure parking (availability of 192 spaces).
- N. Offered multi-tenant buildings must provide CMOP space at the end of the building. Adjoining tenant space must only share one wall.

1.04 AREA OF CONSIDERATION (JUN 2012)

The Government requests offers of space in the area bounded as follows:

North: Rt. 92 (Springdale Rd.) at 207th Street east to the Missouri River
East: Missouri River at Interstate 635 south to Interstate 35 south to Interstate 435 (Rt. 10)
South: Interstate 435 (Rt. 10) west to East 2300 Rd., to East 10th St., to Main Street
West: Main St. north to 222nd St. to Rt. 40 to Tonganoxie Rd., to 207th St., north to Levee 8 west to 211th St.
(Jarbalo Rd.) north to 4H Rd., east to 207th St. north to Rt. 92 (Springdale Rd.)

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



1.05 PARKING (WAREHOUSE) (MAY 2014)

- A. **INSIDE CITY CENTER:** The parking-to-square-foot ratio available on-site shall at least meet the greater between current local code requirements for 192 vehicles.
- B. **OUTSIDE CITY CENTER:** 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 for 192 vehicles.
- C. See Lease (GSA Form L201WH) for additional parking provisions.

1.06 LIST OF RLP DOCUMENTS (WAREHOUSE) (OCT 2017)

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

DOCUMENT NAME	File Name Prefix	No. of Pages
Lease No. GS-XXP-LXXXXXXX (Form L201WH)	01B	51
Appendix A – Program for Design	02	15
Appendix B Leavenworth CMOP Conceptual Floor Plan (AutoCAD)	03A	1
Appendix B Leavenworth CMOP Conceptual Floor Plan (PDF)	03B	1
Appendix C –ASR – Agency Specific Requirements	04A	33
Appendix C.1 – ASR – Facility Security Level II (Security Requirements)	04B	8
Appendix C.2 – ASR – CMOP IT Specifications	04C	15
Appendix D – CMOP Lease Code Compliance	05	1
Offering Entity Acknowledgement Form	06	1
GSA Form 3518-SAM	07	2
Offeror Proposal Compliance Matrix	08	3
Proposal to Lease Space (GSA Form 1364WH)	09	4
Attachment No. 1 to GSA Form 1364WH	10	3
GSA Form 1217, Lessor's Annual Cost Statement	11	3

VA Handbook 6500.6 – Information Security Program	12	48
GSA Form 3516 – Solicitation Provisions	13	5
GSA Form 3517B – General Clauses/Modified General Clauses	14	20
GSA Form 12000-WH for Prelease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or Part B) (See Section 3 for applicable requirements)	15	6
Certification of Building Energy Performance	16	1
Contractor Confidentiality Certificate	17	1
Leavenworth Co. Wage Determination – Labor Standards Provision	18A	12
Leavenworth Co. Wage Determination	18B	7
Form VA10091	19	1

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 (WAREHOUSE) (OCT 2016)

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.

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 ("Special Requirements"), to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

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.

The Lease contemplated by this RLP is a modified net Lease. See RLP Paragraphs 3.03 and 3.09 for further details on financial responsibility for various Operating Expenses. 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.

The security pricing process is described in a separate paragraph.

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.

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 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 that must be installed in the leased Space shall be included as an Agency Specific Requirement/TI.

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 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:

Eric Roberts, Contracting Officer
United States Department of Veterans Affairs (VA)
Office of Construction & Facilities Management (CFM)
425 "Eye" Street, NW, Room 6W219A
Washington, DC 20001
(202) 632-5723

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

Alternate Government Contact:

Stephen Schantz
ISI Professional Services (ISI)
1201 15th Street, NW, Suite 200
Washington, DC 20005
(202) 263-0871
sschantz@isiwdc.com

1.14 BROKER COMMISSION/LEASE ACQUISITION FEE

The Lessor shall be responsible for paying all real estate commissions due in connection with the consummation of this Lease.

For purposes of this Solicitation, the real estate firm of ISI Professional Services (ISI) 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 ISI 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 commission or lease acquisition fee to ISI in the amount of a percentage equal to three percent (3.0%) 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 three percent (3.0%) commission 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 commission or lease acquisition fee shall be paid to ISI within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of commission or lease acquisition fee shall be paid to ISI 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 commission(s) or lease acquisition fee 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 commission(s) or lease acquisition fee amount owed to ISI pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the commission(s) or lease acquisition fee on behalf of Lessor to ISI 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 Lease Acquisition Fee shall not exceed one million dollars (\$1,000,000.00).

1.15 PLANNED USE BY GOVERNMENT (WAREHOUSE) (MAY 2014)

The Government shall be entitled to use the space for any lawful purpose. However, the Government intends to initially use the space for a Consolidated Mail Outpatient Pharmacy (CMOP). CMOP is a manufacturing and warehouse type facility. The Automated Prescription Fulfillment System (APFS), which is provided by a separate contract, dominates the mission and space capacity. CMOP is NOT open to the public, nor is its location advertised to customers. Therefore, site and building aesthetics are less important than functionality. The building occupants are personnel assigned to the facility. A significant majority of the visitors are scheduled contractors, delivery trucks, or shipping trucks. Additionally, such use may involve the use of hazardous materials. The Government will agree in the Lease to use and maintain any hazardous materials in conformance with all applicable Federal, state, and local environmental regulations.

1.16 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.

1.17 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 (WAREHOUSE) (MAY 2014)

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.

B. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense. 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.

C. Space offered must have a minimum column spacing of 40 feet, an overall minimum width of 200 feet 0 inches, and an overall minimum depth of 200 feet 0 inches.

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 SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2017) - INTENTIONALLY DELETED

2.04 SEISMIC SAFETY—HIGH SEISMICITY (OCT 2017) – INTENTIONALLY DELETED

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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/](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 uses 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. 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. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

2.13 SMALL BUSINESS SUBCONTRACTING PLAN

If the contractor is offering as a Large Business and subcontracting opportunities exist, the offer must include with the **initial offer** a Small Business Plan as defined in FAR 52.219-8, FAR 52.219-9, and VAAR 852.219-9 which are included by reference in this solicitation. An acceptable template can be found on the following website: [HTTP://WWW.VA.GOV/OAL/BUSINESS/FSS/SBSP.ASP](http://www.va.gov/oal/business/fss/sbsp.asp). This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for your plan to be processed and approved. Additional guidance is included in FAR 52.219-9. The subcontracting plan will be evaluated and rated on the demonstrated plan of meeting or exceeding VA’s small business goals outlined in the table below and the following:

- Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned concerns. Includes the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).
- Reflects a one year history demonstrating your corporate commitment to meet your subcontracting goals/targets by providing Individual Subcontracting Report (ISR), for those contracts/projects in which you are submitting under Past Performance. If goals were not met on the ISR, provide an explanation as to why the goals/targets were not met.
- Demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each small business category listed above.
- Reflects compliance, at a minimum, with VA goals listed below:

Category	Goal
Small Business	17.5%
Veteran-Owned Small Business	5%
Service-Disabled Veteran-Owned Small Business	3%
Small Disadvantaged Business (including Section 8(a))	5%
Women-Owned Small Business	5%
Historically Underutilized Business Zone (HUBZone) Small Business	3%

For Small Businesses: If the Offeror is a small business concern, the Offeror is not required to submit a small business plan.

The subcontracting plan submitted with the offer will be evaluated on the extent to which the proposal provides Small Business Subcontracting targets that meet the Department of Veteran Affairs Small Business goals for this project and the extent to which the offeror’s Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract. **Failure to submit subcontracting plan at the time of initial offer shall make the offeror ineligible for award of the contract.**

2.14 ELIGIBILITY FOR JOINT VENTURES

A. 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](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 1364
- 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.
2. If the Joint Venture meets the small business size determination (FAR19.101(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.
3. 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)

2.15 PROJECT MANAGEMENT PLAN/SCHEDULE

Offeror shall submit a detailed Project Management Plan that describes how the Offeror will reduce risk and meet deliverables, keeping the project on time and on budget. The PMP shall include a narrative approach to the execution of this project from the point of lease award through VA's acceptance of the facility. The narrative shall address Offeror's approach to leadership, management, and communication, modifications, as well as cost, project schedule and quality control. Offerors must address the reasonableness of the proposed schedule, risk mitigation and how the Offeror will successfully deliver the space in the time proposed. If the Offeror is proposing a schedule with an occupancy date sooner than 12-months, the Offeror must provide the necessary detail how this will be achieved, clearly describing techniques and methodologies to mitigate disruptions.

2.16 PHYSICAL SECURITY PLAN

Offeror shall submit a physical security plan will be provided that provides summary information used to describe safeguard and security programs and vulnerability and risk assessments to the facility. The plan's intent is to assist with management of facility program elements and resources related to threats and risks. Provide detailed information of facility security program, equipment, site and building measures, and strategies. Plan should include at a minimum:

- Definition of assumed threat against which the system is providing protection
- Risk and VA assessment
- Conclusions and assumptions
- Protection strategy
- Graded postures for increased threat conditions
- Implementing requirements and evidence files.

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. Offer must be received at the locations stated below, no later than 4:00 PM, ET, on the date specified on the Cover Page. Interested parties will be responsible to submit initial questions to be addressed at the preproposal conference, referenced on the Cover Page, by 4:00 PM EST, April 4, 2017. All questions must reference the associated section of the RLP.

FedEx, UPS, or Hand Delivered:

U.S. Department of Veterans Affairs
Office of Construction & Facilities Management (CFM)
Attn: Eric Roberts, Contracting Officer
425 "Eye" Street, NW, Room 6W219A
Washington, DC 20001

With copies to:

ISI Professional Services
Attn: Stephen Schantz
1201 15th Street, NW, Suite 200
Washington, DC 20005

VA currently anticipates award on or before Summer 2018. Offers must remain open, and pricing must remain valid, until 90 calendar days following award date.

- B. Offers shall be submitted to VA 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. The technical proposal shall not contain any pricing information. Offerors shall only submit two electronic copies (Compact Discs) of each Volume to the Contracting Officer at the address above. **NO hard copies, of any kind, will be accepted by VA. Offeror may not submit offers via electronic mail.**

- C. In addition to the requested number of submission packages listed above, Offerors will submit six (6) compact discs of Volume 1 – Technical Proposal and one (1) compact disc of Volume 2 – Price Proposal. Offers shall be submitted to ISI 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. No hard copies of materials shall be submitted to ISI.

Offers shall consist of the following documents, organized as set forth in this subsection and adhering to a reasonable, efficient page limit. To the extent items are missing, not adequately addressed, or page limits are unreasonable in a proposal, the Contracting Officer may determine the proposal to be non-responsive and therefore excluded from the competition, at the sole discretion of the Contracting Officer. Items must be provided in the order set forth below, and each Header and Sub-header (bold text) shall be treated as a bookmarked chapter with relevant information contained therein.

Each CD cover/sleeve/holder as well as the actual CD shall be marked appropriately with the following information in type size and color that is clearly readable:

- Name of Offering Entity
- RLP VA101-16-R-0151 Leavenworth, KS CMOP
- Initial Offer Volume 1-Technical Proposal or Initial Offer Volume 2-Price Proposal
- Date of Submission

Offers shall consist of the following documents **at a minimum**:

Volume	Proposal Section Header	Sub-headers - Required Document/Response
1	Proposal Compliance Matrix	Proposal Compliance Matrix: Microsoft Word Version
		Offering Entity Acknowledgement Form
		GSA Form 3518-SAM
1	Offering Entity Forms	SAM Printout: System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code. To be considered for the small business evaluation criteria, small businesses must have an active registration in the System for Award Management (SAM) System, available at WWW.SAM.GOV , at the time of initial offer submission. In addition, the small business must be registered with the Small Business Administration (SBA). Provide proof of

		<p>verification with offer. System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code</p> <p>VETBIZ Printout: To be considered as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (HTTP://WWW.VETBIZ.GOV). Provide proof of verification with offer</p> <p>Conditional Commitment of Funds</p>
1	Technical Response	<p>Building Design: Plans, written narratives, design concept, calculations, mechanical and electrical systems, and energy efficiency of the proposed building</p> <p>Building Drawings: All applicable drawings to include floor plan, adjacencies and existing ABOA and rentable square footage of proposed space;</p> <p>Site Plans: Site plan depicting the property boundaries, building, parking, ingress/egress and pedestrian circulation</p> <p>Photographs: Current photographs of the interior and exterior of the existing building and site</p> <p>Physical Security Plan</p> <p>Schedule</p> <p>Project Management Plan</p> <p>Detailed Operations and Maintenance Plan</p> <p>Building Operating Plan</p> <p>Additional Submittals: Any additional applicable technical submittal requirements which are listed in Sections 1.06 and 3.06 of the RLP</p> <p>Green Globes Scoresheet</p>
1	Site Information	<p>FEMA Map: FEMA map, clearly illustrating the specific site location, and evidencing that the property lies outside the 100-year floodplain</p> <p>Location Map: Location on map, demonstrating the building or land lies within the delineated area</p> <p>Public Transportation: Narrative and map describing proximity of the building or land to the nearest bus and/or train stop, and major transportation routes</p> <p>Adjacent Uses: Description of the uses of adjacent property(ies)</p> <p>Ownership/Control: Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign and lease documents and ability to meet the minimum site requirements (addressed to and signed by Offering Entity)</p> <p>Current Title: A current title report for each property or properties being offered which should include a chain of title including all deeds referenced in the chain of title (current within 90 days). Copies of all instruments associated with the title commitment, which created rights, interests or encumbrances on the proposed easement property, and disclose the names of each person with the interest in the property</p> <p>Zoning: A letter/letters from the AHJ providing evidence of current zoning of the property/properties being offered at time of initial proposal submission that the property/properties as zoned meets VA's intended use</p> <p>Utilities & Emergency Services: A letter/letters from the local Authority Having Jurisdiction (AHJ) and/or local utilities indicating that there are adequate public services - fire, police, emergency services – serving the subject property to support VA's proposed use</p> <p>Phase I: Phase I Environmental Site Assessment & any additional site due diligence</p>
1	Teaming Information	<p>Organizational Chart: Organizational Chart Illustrating Key Personnel and Major Subcontractors</p> <p>Teaming Agreements: Fully-executed Teaming Agreements with Architect/Engineering firm and General Contracting firm;</p> <p>Small Business Subcontracting Plan (requirement for large businesses offerors)</p> <p>A/E State Licensure: Proof of Architect/Engineering firm's state license</p> <p>GC State Licensure: Proof of General Contracting firm's state license</p>
1	Forms (Completed/Initialed/Signed)	<p>VA Handbook 6500.6 – Information Security Program</p> <p>GSA Form 3516 – Solicitation Provisions</p> <p>GSA Form 3517B – General Clauses/Modified General Clauses</p> <p>GSA Form 12000-WH for Prelease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or Part B) (See Section 3 for applicable requirements)</p> <p>Certification of Building Energy Performance</p> <p>Contractor Confidentiality Certificate</p> <p>VETS - 4212</p>
1		RLP

		RLP Amendments
		RLP Clarifications
		Lease No. GS-XXP-LXXXXXX (Form L201WH)
		Appendix A – Program for Design
		Appendix B – Leavenworth CMOP Conceptual Floor Plan (AutoCAD)
		Appendix B – Leavenworth CMOP Conceptual Floor Plan (PDF)
		Appendix C ASR – Agency Specific Requirements
		Appendix C.1 – ASR – Facility Security Level II (Security Requirements)
		Appendix C.2 – ASR – CMOP IT Specifications
		Appendix D – CMOP Lease Code Compliance
		Leavenworth Co. Wage Determination – Labor Standards Provision
		Leavenworth Co. Wage Determination
Volume	Header	Required Document/Response
		Offering Entity Acknowledgement Form
		GSA Form 1364WH - Proposal to Lease Space
		Attachment #1 to GSA Form 1364WH. NOTE: Offerors shall provide Attachment #1 to GSA Form 1364WH in the native Excel format, as well as PDF format
2	Pricing Forms	GSA Form 1217 - Lessor's Annual Cost Statement
		Maintenance Cost Worksheet
		Evidence of Historical Preference (See Section 2.05)
		Form VA10091

D. 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.

E. Intentionally deleted.

F. 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.

G. 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 (WAREHOUSE) (OCT 2017)

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 1364WH—Warehouse Proposal to Lease Space. Complete all sections of the 1364WH, including, but not limited to:
 1. A modified net Lease rate (Government provides utilities and/or janitorial services and/or trash removal)] 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.. 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 1364WH, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively. NOTE: The cost of services (GSA Form 1217 Line 27), should not include the cost of utilities. In accordance with RLP Section 3.09, the cost of utilities shall be paid directly by the Government.
 4. The annual rent to amortize the Tenant Improvement Allowance (TIA). INTENTIONALLY DELETED.
 5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs. INTENTIONALLY DELETED.
 6. A shell 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 as they will have been paid lump sum.

7. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
8. Lessor's Fees to complete Tenant Improvements. VA has provided the (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements in the Lease.
9. Rent concessions being offered. Indicate either on the GSA Form 1364WH Warehouse Proposal to Lease Space or in separate correspondence.
10. 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 38.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 38.a.

C. Intentionally deleted.

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. The Government will award a Lease pursuant to this RLP only if the offered rental rate does not exceed the then current rent threshold.

This facility that is not classified as a "major medical facility lease"; and, therefore does not have prospectus approval. Public Law 105-368, section 704, amended 38 U.S.C., section 8104(a)(3)(B), currently defines a "major medical facility lease" as those where the annual rent exceeds \$1,000,000.00. The threshold amount sets the minimum net annual rent for which a prospectus is required.

3.06 ADDITIONAL SUBMITTALS (WAREHOUSE) (OCT 2017)

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 LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

E. Site Submission Requirements

The following items must be submitted with the Offeror's proposal.

1. Offeror must submit written evidence that it is authorized by the owner of the site to present the site. In addition, Offeror must provide evidence of site control for longer than the duration of the lease term required in this RLP, including the post-award design and construction phase as well as all renewal options. Documentation that constitutes evidence of control includes, but is not limited to, the following fully-executed documents:
 - a. An option to purchase;
 - b. A sales contract;
 - c. A deed showing fee simple ownership; or
 - d. An option to lease the site for longer than the lease term plus the post-award design and construction phase and any renewal options.
2. Except for a deed evidencing fee simple ownership, any evidence of owner's consent or site control submitted by the Offeror must be signed by both the landowner and the Offeror and notarized.
3. Provide a title report dated no fewer than sixty (60) calendar days prior to the due date for initial offers that shows the record owner of the offered site, and all liens, encumbrances, conditions, restrictions, and documents of record that affect the

offered site. In addition, provide a certification from the Offeror to VA that the state of title on the offered site is free of covenants, conditions, restrictions, liens, or other items that could prevent or restrict the Offeror fulfilling the terms of the Lease or VA utilizing the property as a health care facility as set forth in the Lease. If any title issues do exist, state the Offeror's plan for remedying the issues with a completion date no later than lease award.

4. Provide evidence of compliance with local zoning requirements as necessary in order to develop the site for VA's intended use.
5. Provide Phase I ESA and applicable due diligence in accordance with Section 2.11.

F. 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 LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.

G. 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.

H. 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.

I. 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.

J. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in subparagraph 1 with its initial offer unless the Building meets subparagraphs 2 or 3 below.

1. FPLS Submittal Information:

- a. Completed GSA Form 12000-WH, Pre-lease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or PART B, as applicable). The GSA Form 12000-WH contains two parts that must be completed depending on the area of the space the offeror proposes to lease to the Government. The offeror or an authorized representative must complete Part A when an offered space is less than 40,000 rentable square feet in area. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when offered space is greater than or equal to 40,000 rentable square feet in area. The licensed fire protection engineer must complete Part B.
 - b. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if an automatic fire sprinkler system is installed in the Building).
 - c. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a fire alarm system is installed in the Building).
 - d. Scaled floor plan drawings (1/8 inch scale, minimum) of the space offered for government lease, and a floor plan of the building showing locations and dimensions of storage area. All plans submitted for consideration shall include the locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors shall meet local code requirements for issuance of occupancy permits.
 - e. 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 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.
2. If the offered Space is located on the 1st floor of the warehouse building, **AND** is 10,000 rentable square feet or less in area, **AND** the top of proposed storage is 12 feet in height or less, the Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1. However, the Offeror must submit 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.
 3. If the offered space is located on the 1st floor of the warehouse building, **AND** if the Offeror provides a building Certificate of Occupancy obtained under any edition of the IBC, **AND** the offered space meets or will meet all the Lease requirements with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, the Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1.

K. 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.

L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

M. The architectural plans for modernization, if the offered Building is not a modern office Building.

N. An asbestos management plan, if the offered Building contains asbestos-containing materials.

O. 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. In addition, plans shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans.
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. Plans shall comply with all requirements outlined in this RLP and shall depict all points of building ingress/egress and loading docks, including identification of dock heights (or drive-ins) and indicating the use (or not) of dock levelers.
4. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors 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.

P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date (Warehouse)" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

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. Evidence of seismic safety compliance as required in Section 2 of this RLP.

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

T. Information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – RLP."

U. If the Offeror requests any deviations, the Offeror must document all deviations on Form 1364WH 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.

V. 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.

W. Information required under paragraph entitled "UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (WAREHOUSE)."

X. The Offeror must provide a Green Globes® for Sustainable Interiors® 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.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)

A. The TI Allowance is \$8,000,000 (\$90.45 per ABOA SF). TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) VA shall make lump sum payments for any or all work covered by the TI; however, VA may elect to include a portion of the TI in the rental rate.. 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 TI Allowance 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 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2016)

A. BUILDING SPECIFIC AMORTIZED CAPITAL PRICING

The build-out of security-related improvements in the Building shall be in accordance with the Government-approved design intent drawings and Appendix C.1 – Facility Security Level II. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the TI/Agency Specific Requirements, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

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

A. 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.

3.10 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER—MODIFIED NET (WAREHOUSE) (MAY 2014)

The Government requests a modified-net lease as part of the rental consideration. Operating costs shall include all costs except expenses related to utility usage directly to the provider for electricity, gas, water, and sewage. VA will also pay directly telephone, internet service, and cable media within the VA leased space.. The base for operating costs adjustment will be established during negotiations based upon rentable SF and in conformance with this RLP. 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 any 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.

3.11 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (WAREHOUSE)(MAY 2014)

The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA LCO 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 LCO or their designee. The LCO 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 LCO 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 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.

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 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 1364WH—STANDARD, 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 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.

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 (JUN 2012)

A. 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" paragraph of this RLP.

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 OTHER AWARD FACTORS (OCT 2016) – INTENTIONALLY DELETED

4.05 FACTOR DESCRIPTIONS (OCT 2016) – INTENTIONALLY DELETED

4.06 FACTOR MINIMUM STANDARDS (OCT 2016) – INTENTIONALLY DELETED

4.07 FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) – INTENTIONALLY DELETED

4.08 DOCUMENTATION REQUIREMENTS (OCT 2016) – INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION—WAREHOUSE CUBIC FOOT METHOD (OCT 2016) – INTENTIONALLY DELETED

4.10 PRESENT VALUE PRICE EVALUATION—WAREHOUSE SQUARE FOOT METHOD (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. To evaluate the real value of rent today, over the given term of the lease, the analysis will compound the amount of rent at a given rate based on the current discount rates available in White House Circular A-94, Appendix C. at weblink: [HTTPS://WWW.WHITEHOUSE.GOV/OMB/CIRCULARS_A094/A94_APPX-C](https://www.whitehouse.gov/omb/circulars/A094/A94_APPX-C). 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. **Commission Credit (not applicable)**
4. Also as stated in the "Broker Commission/Lease Acquisition Fee" 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 will be discounted annually at 2.0 percent (15-year firm term) or 2.2 percent (15-year firm term with five 1-year options; 20-year firm term) 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 2.0 percent (15-year firm term) or 2.2 percent (15-year firm term with five 1-year options; 20-year firm term) to yield net PVC. The operating expenses will be escalated at 1.95 percent (15-year firm term) or 2.0 percent (15-year firm term with five 1-year options; 20-year firm term) compounded annually and discounted annually at 2.0 percent (15-year firm term) or 2.2 percent (15-year firm term with five 1-year options; 20-year firm term), then added to the net PVC to yield the gross PVC.
7. To the gross PVC will be added:
 - a. Intentionally deleted.
 - 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. Intentionally deleted.
 - d. Intentionally deleted.
 - e. Intentionally deleted.
 - f. Intentionally deleted.
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.

4.11 AWARD (OCT 2017)

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

DOCUMENT NAME	LEASE EXHIBIT
LEASE NO. VA-XXP-LXXXXX	
VA CONCEPTUAL FLOOR PLAN(S)	
OFFEROR'S TECHNICAL & PRICE PROPOSALS	
AGENCY SPECIAL REQUIREMENTS – APPENDIX C	
FACILITY SECURITY LEVEL II – APPENDIX C.1	
CMOP IT SPECIFICATIONS – APPENDIX C.2	
CMOP LEASE CODE REQUIREMENTS – APPENDIX D	
GSA FORM 3517B GENERAL CLAUSES & VA MODIFIED GENERAL CLAUSES	
SMALL BUSINESS SUBCONTRACTING PLAN	
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) X	
GSA FORM 1217	
VA SECURITY HANDBOOK 6500.6	
FAR CLAUSE 52.204-10	
LABOR STANDARDS/WAGE DETERMINATION	

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 MODIFIED RLP PARAGRAPHS (OCT 2016) – INTENTIONALLY DELETED

5.02 OFF-SITE IMPROVEMENTS

The cost of off-site improvements will be borne by the Lessor. The Lessor is responsible for determining the cost of off-site improvements prior to lease award, and including the costs of off-site improvements in the proposed rent.

The LESSOR, at its own cost, shall perform and complete all off-site work and improvements which may consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments, etc., hereinafter referred to as off-site improvements, and said off-site improvements shall be constructed in accordance with applicable Federal, State, and local laws, regulations, standards, and specifications. Lessor is responsible for obtaining all permits and required approvals of the off-site improvement plan. Lessor is required to obtain all permits and approvals, prior to commencing work. Lessor is solely responsible for initiating and completing any related hazardous material abatement, remediation, removal, or other environmental cleanup actions related to the off-site work and improvements that may be necessary or required pursuant to Federal, State and local laws, regulations, ordinances, codes or other requirements.

"Hazardous materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over Lessor.

The Lessor is responsible for proper construction, maintenance, and compliance with all federal, state, and local laws and regulations of all required off-site improvements through the duration of the lease. At completion or termination of the lease, the Lessor, and not the Government, is responsible for any restoration or removal of the off-site improvements, including, but not limited to, the removal of any environmental, safety, and hazardous materials.

5.03 DUE DILIGENCE

The LESSOR acknowledges its duty to conduct reasonable site inspections for the proposed site. The LESSOR warrants that it has considered all factors which a prudent, experienced bidder customarily uses in making judgments about site conditions, quantity, quality and methods of performing the particular work. The LESSOR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground. The LESSOR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the site.

5.04 APPLICABLE LAW

Any provision in this Lease that purports to assign liability or require expenditure of funds to the Lessor shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. 7101-7109, Anti-Deficiency Act, 31 U.S.C. 1341, and the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

5.05 PARTNERING

In order to accomplish this contract effectively, the Government proposes to form a cohesive partnership with the successful Offeror and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, executed correctly the first time, within the budget, and on schedule. This partnership will be totally voluntary. The focus of partnering is to build a cooperative relationship with the private sector and avoid or minimize disputes, and to nurture a more collaborative ethic characterized by trust, cooperation, and teamwork. Partnering is defined as the creation of a relationship between the Government and the successful Offeror that promotes mutual and beneficial goals. It is a non-contractual, but formally structured, agreement formation of a "we" mentality for the benefit of the project. Any cost associated with developing this partnership will be agreed to by both parties after contract award, and will be shared equally.

5.06 TEAMING ARRANGEMENT

The Offeror must provide evidence of teaming arrangements with both the General Contractor and the Design Team that are presented in the Offeror's proposal. This evidence shall be in the form of a letter from the principal(s) of each of the respective firms, on the firm's letterhead, confirming the teaming arrangement and setting forth the roles and responsibilities of the parties thereto. Such letters must be addressed to the Contracting Officer.