

In accordance with the decision of *Kingdomware Technologies, Inc. v. United States*, the Contracting Office has determined that this procurement is set aside for qualified Veteran Owned Small Businesses (VOSBs) and Service Disabled Veteran Owned Small Businesses (SDVOSBs). Only offers from these business entities will be considered. • To be considered for award Offerors must be registered as SDVOSB or VOSB and verified in Vendor Information Pages (VIP) database. ([HTTP://WWW.VETBIZ.GOV](http://www.vetbiz.gov)). Provide proof of verification with offer.

VA REQUEST
FOR LEASE
PROPOSALS
NO.
36C10F18Q0474
Tyler, TX

Offers due by
09/05/2018 at
5:00 PM Central
Time
NAICS: 531120

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **5:00PM Central Time** on the date above. See "Receipt Of Lease Proposals" herein for additional information. A Pre-Bid conference is scheduled to be held virtually on Thursday August 2, 2018 at 9:00 AM Central Time; more information regarding registration to follow.

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

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

GLOBAL RLP
GSA FORM R100

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REQUEST FOR LEASE PROPOSALS NO.

36C10F18Q0474

July 2018
GLOBAL RLP GSA FORM R100 (OCT 2016)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SEP 2015)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below. The Government's intent is to award off of initial offers.

B. Included in the RLP documents is a lease form (GSA Form L100) setting forth the preferred lease term and other terms and conditions of the Lease contemplated by this RLP and a VA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. 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. Do not attempt to complete the lease form (GSA Form L100). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease form, and transmit the completed Lease, including 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 first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed 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 (OCT 2017)

A. The Government is seeking a maximum of **53,267** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires **327** surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration. At a minimum ten percent of the spaces shall be reserved for handicap parking. **See Agency Specific Requirements Exhibit for more details regarding parking requirements.**

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. 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 (Each price proposal shall be submitted on its own individual GSA Form 1364):

- Alternative A) 15-year firm term;
- Alternative B) 15-year firm term, with five 1-year options; and
- Alternative C) 20-year term.

The LCO reserves the right to award a contract based on any alternate lease term listed above, and may select the number of option years, in the best interest of the Government. For instance, the LCO could elect to award a 20-year firm term, a 15-year firm term, or a 15-year firm term with five 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 Lease Contracting Officer.

G. The Lease Award Date will be approximately Fall 2018.

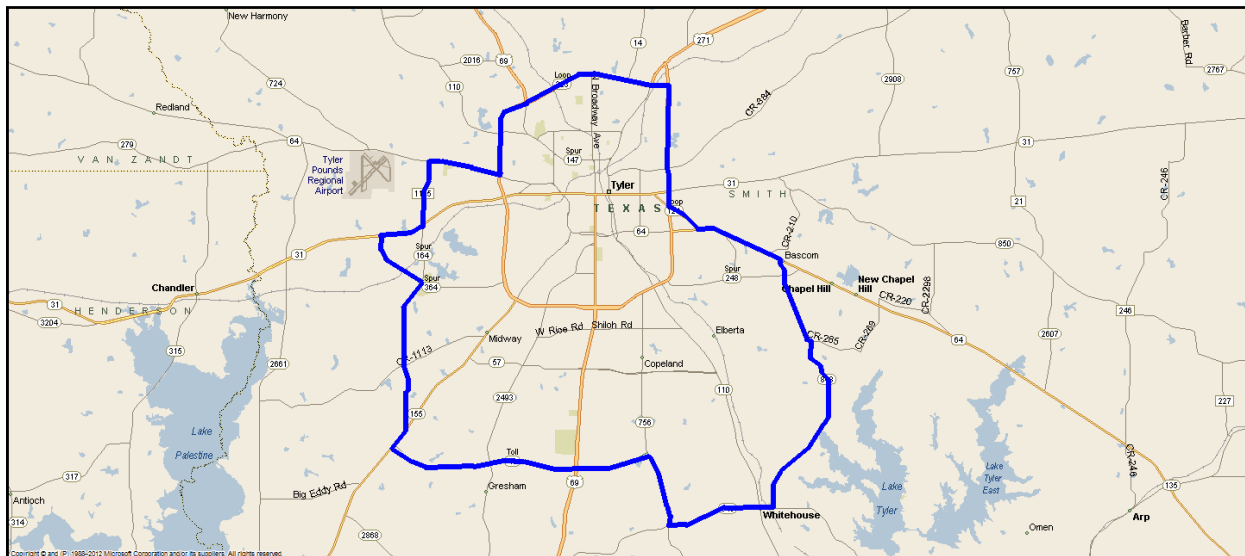
1.03 AREA OF CONSIDERATION (JUN 2012)

The Government requests Space in an area bounded as follows:

Beginning at the intersection of the N. Northwest Loop 323 and Highway 64 W (W. Erwin Street) travel west on Highway 64 to the intersection with Greenbriar Road. Turn left on Greenbriar Road and travel south to Highway 31 W. Proceed west on Highway 31 to Spur 364. Turn left on Spur 364 and travel southeast to Greenbriar Road. Turn right on Greenbriar Road and proceed south until it intersects with Route 155 (N. Frankston Highway). Turn right on Route 155 and proceed south for approximately ½ mile to toll road TX-49. Proceed east on TX-49 until it terminates at Highway 756 (Paluxy Drive). Turn right and travel south on Highway 756 for approximately 2 miles to Highway 346 (W. Main Street). Travel east on Highway 346 to Highway 848 (Bascum Road). Turn left on Highway 848 and proceed north/northeast to Highway 64 E. Turn left on Highway 64 E. and travel west for 2.5 miles to Spur 124 (Old Henderson Highway). Proceed northwest on Spur 124 until it intersects with S. Southeast Loop 323. Travel north on S. Southeast Loop 323 which turns into N. Northeast Loop 323 after Commerce Street to the intersection E. Northeast Loop 323. Turn left on E. Northeast Loop 323 and travel west until it intersects with Highway 64 (W. Erwin Street).

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

A map of the delineated area is provided for further clarification of the boundaries of the delineated area.



1.04 UNIQUE REQUIREMENTS (FEB 2017)

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

The site offered must meet the following minimum characteristics:

- A. VA will consider both existing buildings and new construction.
- B. Offered space must be located on no more than two (2) contiguous floors and all space must be contiguous.
- C. Bifurcated sites, inclusive of parking, are not permissible.
- D. The following space configurations will not be considered: Space with atriums or other areas interrupting contiguous space, extremely long or narrow runs of space (more than twice as long as wide), irregularly shaped space configurations or other unusual building features adversely affecting usage.
- E. Column size cannot exceed two (2) feet square and space between columns and/or walls cannot be less than twenty (20') feet.

- F. Offered space cannot be in the FEMA 100-year flood plain.
- G. Offered space must be zoned for VA's intended use.
- H. Offered space will not be considered if located in close proximity to property with incompatible uses, including but not limited to the following uses: liquor establishments, treatment centers, correctional facilities, where firearms are sold/discharged, railroad tracks, or within flight paths.
- I. Space will not be considered where apartment space or other living quarters are located within the same building.
- J. Offered space must be located in close proximity to amenities including but not limited to restaurants, hotels, pharmacy, and shopping. Minimum requirements are outlined in Section 1.05 below.
- K. Offered space must be located within proximity of a hospital or stand-alone emergency room center and a fire department as determined by VA.
- L. Offered space must be easily accessible to multiple highways which provide multiple routes of travel.
- M. Parking lot must be able to accommodate deliveries by trucks with trailers.
- N. Structured parking under the space is not permissible.
- O. 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.
- P. A fully serviced lease may be required.
- Q. Offered space must be compatible for VA's intended use.

1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (FEB 2017)

A. Neighborhood and Parking: Inside City Center:

Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on-site shall be the greater of current local code requirements, or meet the requirements outlined in Section 1.02 of this RLP.

B. Neighborhood and Parking: Outside City Center:

Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall be the greater of current local code requirements, or, in the absence of a local code requirement, meet the requirements outlined in Section 1.02 of this RLP.

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.
2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located proximate to the Building. The primary functional entrance of the Building shall be within two and one-half miles of at least **four (4)** instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining **two (2)** instances must fall within at least 2 of the Diverse Use Categories shown below:

Diverse Use Category	Uses
Food Retail	Supermarket, Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes, Convenience store, Farmer's market, Hardware store, Pharmacy, Other retail
Services	Bank, Gym, Health club, Exercise studio, Hair care, Laundry, Dry cleaner, Restaurant, Café, Diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K-12 school, university, adult education center, vocational

	school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center
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Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

D. Transit Accessibility: Stops for a minimum of one public bus or streetcar line usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 1/2 mile from the principal functional entrance of the Building, as determined by the LCO. Stops for commuter bus service do not meet this requirement. Transit service must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such transit service will exist by the Government's required occupancy date.

E. Quality of Space and Site:

The Offeror shall offer, design and/or construct a building to suit the Government's requirements. The Offeror shall provide the site, site improvements, building, interior spaces and finishes, Lessor-furnished equipment, and special construction in accordance with this RLP and the Lease, all applicable Federal requirements, local building codes and ordinances, and applicable utility company requirements. The Offeror shall ensure the site, site improvements, building, interior construction, and equipment comply with general design criteria as enumerated in this RLP and the Lease, including codes and standards, fire and life safety requirements, environmental requirements, accessibility standards, OSHA requirements, and energy efficiency and sustainable design. For all design and construction requirements, the Lessor shall provide the more stringent of (a) the requirements included in this RLP, (b) local codes and requirements promulgated by the AHJ, or (c) minimum requirements for Joint Commissioning.

1.06 LIST OF RLP DOCUMENTS (VA JUL 2018)

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

DOCUMENT NAME	Exhibit	No. of Pages
Lease No. GS-XXP-LXXXXXXX (Form L100)	2	
Appendix A.1 – Program for Design	N/A	17
Appendix A.2 – Room Contents List	N/A	166
Appendix B.1 – Department Plan	N/A	1
Appendix B.2 – Department Plan – Area A	N/A	1
Appendix B.3 – Department Plan – Area B	N/A	1
Appendix B.4 – Site Plan	N/A	1
Appendix C.1 – ASR – Agency Specific Requirements	N/A	8
Appendix C.2 – FSL II – Facility Security Level II (Security Requirements)	N/A	8
Appendix C.3 – LV Systems Requirements	N/A	6
Appendix D – Lease Code Compliance	N/A	1
Appendix E – CBOC IT Specifications	N/A	15
Appendix F – Janitorial Services	N/A	5
Offering Entity Acknowledgement Form	3	1
Proposal to Lease Space (GSA Form 1364)	4	3
Attachment No. 1 to GSA Form 1364	5	1
GSA Form 1217 – Lessor's Annual Cost Statement	6	3
Form VA 10091 – VA-FSC Vendor File Request Form	7	2
Past Performance Questionnaire	8	5
VA Handbook 6500 (Appendix D) – VA Rules of Behavior	9	7
VA Handbook 6500.6 – Information Security Program	10	3
GSA Form 3516 – Solicitation Provisions	11	5
GSA Form 3517B – General Clauses/Modified General Clauses	12	20
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	13	6
Certification of Building Energy Performance	14	1
Standard Form 330	15	14
Standard Form 527	16	6
GSA Form 3881	17	1
Smith County Wage Determination – Labor Standards Provision	18	
Smith County Wage Determination	N/A	N/A
GSA Form 3518- SAM	20	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 (OCT 2016)

A. Offeror shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

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

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

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

E. The security pricing process is described in a separate paragraph.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in Section 2 of the Lease.

G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease form and in the GSA Form 3517B, which will be part of the Lease.

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

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. There are certain Building requirements that are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require the Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she shall amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent or as part of a Physical Security lump-sum payment.

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:

Anntwinette Dupree-Hart
Department of Veterans Affairs
202-382-2733
202-480-7483
Antwinette.dupree-hart@va.gov

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

Alternate Government Contact:

Brad Seifert
Public Properties
202-652-4192
703-582-1807
bseifert@ppwashdc.com

1.14 BROKER COMMISSION (FEB 2017)

In connection with the provisions of such Broker Commission, and in the event of consummation of a lease agreement between Offeror and VA, Offeror will pay a lease acquisition fee to Public Properties LLC the amount of a percentage equal to three percent (3%) 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 (amortized or otherwise). The total contract value that will be used to determine the three percent (3%) Broker Commission will be established based on the final lease documents upon lease execution or as amended thereof.

1.15 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.

1.16 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 (AUG 2011)

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.

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

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/](https://www.energystar.gov/). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

K. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous use of the Building.

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

2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (FEB 2017)

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 ELIGIBILITY FOR JOINT VENTURES (FEB 2017)

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)

2.14 CULTURAL RESOURCES STUDY (VA JUL 2018)

A Cultural Resources Study is required with initial offers. The Government has determined that it requires a brief preliminary study to predict the likelihood of the Lease Acquisition's impacts on cultural resources. The Cultural Resources Study shall include the following work:

A. Background Research - The Offeror will examine readily available data pertinent to the history, prehistory, ethnography, and environment of the study area, including but not necessarily limited to State Historic Preservation Officer (SHPO), local public library, historical society, or local university to develop a general understanding of the proposed site/building and how it may have changed through time, to identify previously recorded historic resources, and to generate the information and perspectives needed to predict the likely presence or absence of resources and the likely character of impacts, if any.

B. Identification and Initial Outreach of Experts and Interested Parties – The Offeror will identify experts and others likely to be interested in and knowledgeable about the history, archaeology, and culture of the area, including but not limited to relevant local government officials and offices, Indian tribal governments, academic interests, and state, local, and other historical, architectural, and archaeological organizations. Offeror will document initial outreach to experts and interested parties.

C. Fieldwork - The Offeror will inspect the study area to the extent feasible from areas normally open to the public, and without conducting excavations or other modifications of the land, landscaping, buildings, or structures, to document the general character of each area and its buildings, structures, and other cultural features.

D. Report - The Offeror will prepare and provide to VA a report addressing the following questions with respect to the study area, and including all pertinent supporting documentation:

1. What is the likelihood that any district, site, building, structure, object, landscape, or landform wholly or partly within the study area may be eligible for the National Register of Historic Places?
2. What is the likelihood that other kinds of cultural resources (e.g. significant local sociocultural groups or activities, religious practices, cultural institutions, documents, artifacts, etc.) exist or occur in the study area?

3. If such eligible properties or other cultural resources are likely to exist in the study area, what likely effect would construction of the Project have on them?

4. What recommendations do you have for further study or other actions, if any, including minimizing or mitigating any potentially negative impacts?

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 (FEB 2017)

A. Offer must be received at the locations stated below, no later than 5:00 PM, CT on the date specified on the Cover Page.

FedEx, UPS, or Hand Delivered:

U.S. Department of Veterans Affairs
Office of Construction & Facilities Management (CFM)
Attn: Michael Hayes, Project Manager
425 I "Eye" Street, NW, Room 6W219B
Washington, DC 20001

With copies to:

Public Properties
Attn: Brad Seifert
1010 Wisconsin Avenue, NW Suite 650
Washington, DC 20007

VA currently anticipates award on or before Winter 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 one electronic copy (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, one (1) compact disc of Volume 2 – Price Proposal and one original hard copy of each Volume to Public Properties at the above address; the original hard copy shall be properly signed, initialed, indexed and packaged in 3-ring binders marked, Volume 1-Technical Proposal and Volume 2-Price Proposal. Additionally, one (1) hard copy of drawing and renderings shall be provided to Public Properties.

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 of the bullet points below in all volumes should be treated as a bookmarked chapter with relevant information contained therein

Volume 1-Technical Proposal:

- Plans, written narratives, design concept, calculations, mechanical and electrical systems, and energy efficiency of the proposed building;
- All applicable drawings (One (1) hard copy of drawings and renderings shall be provided to broker Public Properties.);
- Building Operating Plan;
- Detailed Operations and Maintenance Plan narrative;
- Past Performance Reference Form
- Project Management Plan/Schedule;
- GSA Form 3516A, Solicitation Provisions;
- 3517B, General Clauses & Updates;
- System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code;
- **To be considered for award Offerors must be registered as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database. ([HTTP://WWW.VETBIZ.GOV](http://www.vetbiz.gov)). Provide proof of verification with offer;**
- 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;
- Evidence of zoning necessary to accommodate VA's intended use; Modified General Clauses;
- Proof of Architect/Engineering firm's state license;
- Proof of General Contracting firm's state license;
- Fully-executed Teaming Agreements with Architect/Engineering firm and General Contracting firm;
- Any additional applicable technical submittal requirements which are listed in Sections 1.06, 3.05, and 3.06 of the RLP;
- Phase 1 Environmental Site Assessment as required in Section 2.11 of this RLP.

Volume 2 - Price Proposal:

- GSA Form 1364, Proposal to Lease Space;

- GSA Form 1217, Lessor's Annual Cost Statement;
- Evidence of Historical Preference (See Section 2.05)
- Any other lump sum and/or pricing items from the attached Appendices

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

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

3.03 PRICING TERMS (OCT 2017)

Offeror shall provide the following pricing information with its offer, along with any pricing associated with the attached Appendices.

A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.

B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.
6. A 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 or BSAC as they will have been fully amortized over the Firm Term.
7. An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. **NOTE:** Refer to the Lease document for additional guidance.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
11. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 25.b., and if GSA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 25.a.

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

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)

This RLP is subject to the Prospectus included as an Exhibit to this RLP.

3.06 ADDITIONAL SUBMITTALS (OCT 2016)

Offeror shall also submit with its offer the following:

- A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.
- B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.
- D. Evidence of ownership or control of Building. 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. INTENTIONALLY DELETED
- F. 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.
- G. 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.
- H. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
 - b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
 - c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
 - d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.
2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in I.1.a through I.1.d above.
3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System,

and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to VA the FPLS Submittal Information listed in I.1 above.

I. 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.

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

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

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

M. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet N.1 through N.5 noted below.

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

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

O. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.

P. 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®.

Q. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed GREEN GLOBES® FOR NEW CONSTRUCTION (GG®-NC) credits for Two Green Globes level certification. If pursuing Green Globes®-NC, the Offeror may add GBI Green Globes® Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

R. The Offeror must provide a Green Globes® for ® Along with the proposed Green Globes® SI checklist, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. The Offeror may add GBI Green Globes® Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

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, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

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."

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

The TI Allowance is **\$202.55** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

The Government reserves the right to amortize any portion of the TI Allowance at the amortization rate proposed by the Offeror on GSA Form 1364. Amortization of the TI Allowance will be over the firm term of the lease. The unamortized portion of the TI Allowance will be paid by the Government in lump sum upon acceptance of the space by the Government. The decision by the Government on whether or not to amortize the TI Allowance, and/or what portion of the allowance is to be amortized, is solely that of the Government.

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

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 (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date.

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

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA 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 2015)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the 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 INTENTIONALLY DELETED~~

4.04 AWARD BASED ON BEST VAUE (FEB 2018)

A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP package and will be most advantageous to the Government, price and technical award factors listed below considered. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror. The combination of factors below is **approximately equal in importance to price**. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component. The Government may make trade-offs between price and technical merit when determining if the increased technical merit is worth the increased price. The Contracting Officer will evaluate all aspects of the proposal to assess the Offeror's ability to perform the contract successfully. The evaluation will be conducted on the factors specified in this RLP.

B. In accordance with FAR Part 15.101, competitively negotiated best value trade off source selection procedures will be used to evaluate proposals, and award will be made to the responsible Offeror offering the best value to the Government after evaluation of both the total evaluated contract price and non-priced technical factors.

C. The Government intends to evaluate proposals and award a contract without discussions with the Offeror (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

4.05 TECHNICAL AWARD FACTORS (FEB 2018)

All technical factors are listed in descending order of importance. All technical sub-factors are also listed in descending order of importance within each main factor.

Technical Evaluation Factor 1: Technical Quality

(1) Subfactor: Quality of Building & Design Concept

This factor evaluates the offer with respect to the quality of the building and site design concepts.

This considers the quality of the building exterior, building interior and building systems. The building exterior and interior concepts will be evaluated for appropriateness as a VA medical OPC in the geographic location in which the project is located as well as the how effectively the concepts create a healing environment for VA patients. VA will also evaluate the quality and durability of proposed construction materials and finishes as well as the sustainable features of the concepts and materials. VA will evaluate the use of wayfinding systems and interior landscaping concepts. The building systems, which include, but are not limited to structural, mechanical and electrical, will be evaluated above the stated technical minimums for capacity, flexibility, reliability, sustainability, and energy efficiency. Building designs that, in VA's sole discretion, better reflect VA's aesthetic and functional requirements will be more highly rated.

(2) Subfactor: Quality of Site Development & Site Characteristics

This considers the Offeror's site plan composition and elements, ingress and egress, and physical security.

VA will evaluate the Offeror's development of the site to accommodate VA's conceptual building footprint including the required setbacks; delivery of parking spaces in excess of the required minimum number of spaces, the ingresses and egresses to and from the main (public), emergency, and staff entrances; and loading dock and service entrances; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; stormwater detention; and how the landscaping design fits the surrounding areas, adheres to local landscaping codes, and provides an aesthetically pleasing atmosphere. Land for the facility must be of sufficient size and proportions to comply with all local laws, rules and regulations, and to accommodate the required space, as well as all other requirements of VA.

VA will evaluate the Offeror's site and the characteristics of the site's location. This portion of the factor does not consider development of the site but rather the undeveloped site. Evaluation for this factor will consider access from adjoining roads to the site, site adjacencies, and the site's aesthetic quality.

A physical security plan that provides summary information used to describe safeguard and security programs and vulnerability and risk assessments to the facility will be evaluated under this sub-factor. 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, 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.

This plan should be reviewed and modified as necessary every 12 months and submitted for management review.

Site plans that, in VA's sole discretion, better reflect VA's requirements will be more highly rated. Sites with favorably access and adjoining uses similar in scope to VA's use will be more highly rated.

(3) Subfactor: Project Management Plan

The Offeror shall submit a Project Management Plan (PMP) to reduce risk and meeting deliverables on time and on budget. The plan 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.

Technical Evaluation Factor 2: Evidence of Capability to Perform

(1) Subfactor: Past Performance

In accordance with FAR 15.305(a)(2), the Offeror (inclusive of the offering entity, key personnel, major subcontractors, and predecessor companies) must provide examples of and references for past performance as a prime contractor during the past three (3) years, as well as those contracts and subcontracts currently in progress. Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under a previously awarded contracts. The past performance

evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each Offeror's demonstrated recent and relevant record. The Offeror must provide examples of past performance, as a prime contractor, in successfully building, renovating, and maintaining facilities comparable in size and complexity to the one described in this Solicitation. The comparability of the projects for which Past Performance is provided will be evaluated. Medical facility projects that are comparable in size and complexity or exceed the size and complexity of this project will be considered more comparable than those that are smaller in size and less complex than this project. In the context of the above, VA projects are more comparable than non-VA federal government projects, which are more comparable than non-federal government projects. Non-medical facility projects will be considered the least comparable.

In conjunction with comparability, the Offeror's past performance will be evaluated based upon the following:

- Timeliness of Performance
- Cost Control
- Effective Management
- Customer Satisfaction
- Quality Awards
- The Technical Success of the Project
- Small Business Subcontracting
- Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

Offeror shall submit Past Performance Reference Check Forms for each Past Performance Reference.

Past Performance Reference Check Questionnaire. To be considered for Past Performance Evaluation, a separate record must be completed for each contract and subcontract referenced in the Past Performance Survey Form, submitted by the Offeror's references. The past performance information collected will be evaluated to determine the relevance and risk as it applies to performance confidence assessment of proposed Past Performance in Form.

The Offeror shall be responsible for ensuring that each of the References, as listed in their submission (Past Performance Survey Form receives, completes, and returns a Past Performance Reference Check Questionnaire Form, to VA's Broker, Public Properties. The completed Past Performance Reference Check Questionnaire Form will only be accepted if emailed directly from the past performance reference directly to Public Properties at BSEIFERT@PPWASHDC.COM no later than the proposal due date established for receipt of offers. The "subject" line in the submission email shall clearly indicate:

"36C10F18Q0474Tyler, TX, Name of Offeror, Completed Past Performance Reference Check Questionnaire"

The Government representative will acknowledge receipt to the sender of the email. However, the Contracting Officer will not provide information to Offerors as to whether or not a Past Performance Reference Check Questionnaire Form was or was not received. Offerors should allow adequate time for their references to complete the Past Performance Reference Check Questionnaire forms and for them to be sent to the appropriate recipients within the allocated timeframe.

The Government reserves the right to contact references for further information about performance. The accuracy of past performance data and reference data, including phone numbers of the points of contact are the full responsibility of the Offeror and inaccuracy may result in non-consideration of the reference. In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

(2) Subfactor: Financial Resources Plan

Offeror's shall submit a financial plan to reduce risk and meet contractual deliverables on time and on budget. VA will evaluate the Offeror's plan for funding the project including design, construction and operation of the facility. Consideration is given to the reliability of funding mechanisms, the risk associated with the Offeror's plan and the Offeror's financial resources to meet short and long-term funding needs of the project.

Offeror must clearly and specifically identify how it will meet the near-term funding requirements for the project including, but not limited to land acquisition, payment of commissions and professional fees and equity related to securing any debt funding anticipated for the project. The plan must specifically identify the amount of those costs, the timing of the costs and the sources of funding those costs.

Additionally, the Offeror must provide satisfactory evidence of two (2) conditional commitments of funds in an amount necessary to prepare and/or construct the space. Each commitment must be signed by an authorized bank officer or other financial institution and must state that the officer has reviewed the Offeror's project and terms of Offeror's cost proposal to VA. At a minimum, each conditional commitment of funds must state the following:

- Amount of Loan;
- Loan Term in Years;
- Annual Percentage Rate;
- Length of Loan Commitment;
- Loan to Project Cost Ratio;
- Name of the Principal(s) Involved;
- Type of Debt Funding – Bond vs. Traditional Amortizing Loan;
- Contact Information for Lender; and
- The Purpose of the Loan.

Offeror must also provide evidence of financial resources sufficient to prosecute the work. Such evidence must include:

- A Statement of Financial Condition;
- Equity Source(s) for this project;
- Back-up Equity Source for this project;
- Personal or Business Financial Statements, Including Balance Sheets, and Profit and Loss Statements; these submitted statements MUST have been audited or reviewed by a CPA.
- A List of Outstanding Notes Payable;
- Previous Year's Annual Report.

If personal financial information is being provided as evidence, the following is required:

- Audited or CPA reviewed personal financial statements,
- Individual tax return for the prior year,
- Statements from banks or other financial institutions that provide an independent verification of the liquid assets

This information MUST be included in the Offeror's technical proposal. All financial information is confidential and will not be shared. If requested, additional or updated information must be provided.

Financial Resources Plans ("Plans") that present less risk of successful implementation will be rated more highly. Plans of Offerors who demonstrate greater financial strength, credit and assets will be rated more highly. Plans will be rated more highly to the extent that they propose more equity and less debt. Plans that propose Offeror's own equity resources will be rated more highly than plans that propose the use of third-party equity. Plans that provide more alternative sources of financing and more certain and reliable sources of financing will be rated more highly.

(3) Subfactor: Design Team Qualifications

This considers the quality of the Offeror's design team and its relevant experience. Lessor shall maintain the same design team for the duration of the design development and construction process. Design team firm and key personnel shall not be changed without prior approval by the Contracting Officer.

Offeror shall submit the following information:

- a. GSA FORM 330: Provide a completed SF 330, "Architect-Engineer Qualifications" for each individual or firm on the Lessor's design team. Identify key personnel that are to be committed to the project. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include entities providing the following services: Architecture, Civil Engineering, Mechanical Engineering, Fire Protection, Electrical Engineering, Interior Design, and appropriate Low Voltage Engineering (Structured Telecommunications Cabling, Security, Audio Visual, and Special Systems).
- b. Evidence of License in the state in which the project is located: Provide a copy of the license or certification for the firm as well as the individual license of each design team discipline lead proving their ability to practice in the state where the facility is located. Low-voltage designers shall be BICSI-certified for structural cabling, and shall have OEM credentials for the Special Systems listed in 6.8.1.G, Special Systems Specific Requirements.

The Offeror must submit the name and qualifications of the proposed Commissioning Provider. Include relevant experience and references. The Commissioning Provider must be approved by the Contracting Officer.

Design teams that demonstrate greater expertise and experience in successful, comparable projects will be more highly rated.

Provide references for each discipline lead.

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

(4) Subfactor: Contractor Qualifications

This considers the qualifications and financial capacity of the Offeror's general contractor, mechanical contractor, and electrical contractor.

Offeror shall submit the following information:

a. GSA Form 527: Provide a completed GSA Form 527, "Contractor's Qualifications and Financial Information" for the following:

- General Contractor,
- Mechanical Contractor, and
- Electrical Contractor; except Section V need not be completed.

In Section VII of Form 527, provide a description of outstanding commitments, names and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to that which is required herein.

b. Provide a copy of the license in the state where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If a license is not required to perform work in that state, please provide a statement to that effect.

If the Lessor is also the general contractor, information provided in response to paragraphs Past Performance and Financial Resources above need not be duplicated.

Contractors that demonstrate greater expertise and experience in successful, comparable projects and that demonstrate the financial resources to successfully execute this project will be more highly rated.

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

Technical Evaluation Factor 3: Operations and Maintenance Plan

The factor evaluates the quality, thoroughness and level of detail associated with the Offeror's plan to operate and maintain the facility including standards of cleanliness, orderliness and repair. Offeror shall submit a detailed narrative that addresses the following at a minimum (Note: this factor does not have any subfactors):

- (1) Interior and Exterior Maintenance of Building and Grounds
- (2) Routine and Emergency Calls - Procedures and Response Times
- (3) Staffing Plan, Administrative Procedures, and Quality Control Plan

Technical Evaluation Factor 4: Offeror's Socio-Economic Status

This factor evaluates the socio-economic status of the Offering entity.

Small Business Classification Code

For the purposes of this solicitation and resultant contract (lease), North American Industry Classification System (NAICS) codes is 531120. The small business size standard is \$38.5 million. Under this classification, a concern is considered a small business if its average annual receipts for its preceding three (3) fiscal years do not exceed the size standard reflected. Prime and Joint Ventures submitting a proposal in response to this solicitation must meet the small business size standard. Eligible Service-Disabled Veteran-Owned Small Businesses, Veteran-Owned Small Businesses, or Small Businesses shall receive credit for their status. Service-Disabled Veteran-Owned Small Businesses will receive full credit for this evaluation criteria, Veteran-Owned Small Businesses will receive partial credit greater than, all other Small Businesses, which will receive partial credit.

Service Disabled Veteran Owned Small Business (SDVOSB), Veteran Owned Small Business (VOSB) Status.

To receive credit as SDVOSB or VOSB, an Offeror must be registered and verified in Vendor Information Pages (VIP) database, available at <http://www.VetBiz.gov>, at the time of initial offer submission. See Department of Veterans Affairs Acquisition Regulation 852.215-70.

Small Business Status.

In order to receive credit 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. Small business verification will be conducted through SAM. The Offeror shall submit a web print out of the vendor's SAM Record with the technical proposal.

In addition, the small business must be registered with the SBA and provide acknowledgement from WWW.SBA.GOV that you have applied and are being processed within their database to received full credit as a small business. Must provide SBA web print out, a

copy of the automatically generated email from WWW.SBA.GOV showing registration or a signed acknowledgement of application from the Small Business Administration.

Small Business Subcontracting Plan.

If the contractor is offering as a Large Business and subcontracting opportunities exist, the offer must include with the final revised 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) or in SFO Part VIII FORMS. 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
<i>Small Business</i>	<i>17.5%</i>
<i>Veteran-Owned Small Business</i>	<i>5%</i>
<i>Service-Disabled Veteran-Owned Small Business</i>	<i>3%</i>
<i>Small Disadvantaged Business (including Section 8(a))</i>	<i>5%</i>
<i>Women-Owned Small Business</i>	<i>5%</i>
<i>Historically Underutilized Business Zone (HUBZone) Small Business</i>	<i>3%</i>

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 may result in the Offeror being considered nonresponsive, and potentially ineligible for award of the contract.

4.04 PRESENT VALUE PRICE EVALUATION (OCT 2016)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to VA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 2.5 percent to yield a gross present value cost (PVC).
6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 2.5 percent to yield net PVC. The operating expenses will be both escalated at 2.0 percent compounded annually and discounted annually at 2.5 percent, then added to the net PVC to yield the gross PVC.
7. To the gross PVC will be added:
 - a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.0 percent compounded annually and discounted annually at 2.5 percent.
 - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 2.5 percent.
 - d. INTENTIONALLY DELETED
 - e. The fees for architectural and engineering design (A/E) services, the Offeror's project management fees, and any other soft costs and/or fees such as general conditions associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364 any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.
 - The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.
 - The underlying costs equals the TIA divided by (1 + A/E fee percentage)
 - $\$300,000 / 1.05 = \$285,714.29$
 - A/E fees at 5% of the underlying costs are $.05 \times \$285,714.29 = \$14,285.71$
 - Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000
 - The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as $\$300,000 \times .05 = \$15,000$.
 - The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

- f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of ___0___ hours of overtime HVAC per year for the Space. This cost will be discounted annually at 2.5 percent.
8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.05 AWARD (OCT 2017)

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

1. Lease No. VA101-18-L-XXXX and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.
4. Approved DIDs.

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 OFF-SITE IMPROVEMENTS (FEB 2018)

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 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.

5.02 DUE DILIGENCE (FEB 2018)

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.

5.03 APPLICABLE LAW (FEB 2018)

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. 601-613, Anti-Deficiency Act, 31 U.S.C. 1341, and the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

5.04 PARTNERING (FEB 2018)

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.

5.05 TEAMING ARRANGEMENT (FEB 2018)

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.