

**GSA REQUEST
FOR LEASE
PROPOSALS
NO.
36C25718R0840
Austin/Texas**

**Offers due by
08/23/2018**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 0900 CST on the date above. See "Receipt Of Lease Proposals" herein for additional information.

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

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

**SIMPLIFIED RLP
GSA FORM R101A (10/17)**

TABLE OF CONTENTS

SIMPLIFIED RLP 1

SECTION 1 STATEMENT OF REQUIREMENTS 1

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012) 1

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013) 1

1.03 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013) 1

1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (OCT 2017) 1

1.05 AMENDMENTS TO THE RLP (JUN 2012) 2

1.06 LEASE DESCRIPTION (SIMPLIFIED) (OCT 2016) 2

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) 2

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012) 3

1.09 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (OCT 2016) 3

1.10 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017) 3

1.11 DUNS NUMBER (OCT 2017) 3

1.12 SYSTEM FOR AWARD MANAGEMENT (SAM) 3

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 4

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011) 4

2.02 ASBESTOS (JUN 2012) 4

2.03 ACCESSIBILITY (SEP 2013) 4

2.04 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) 4

2.05 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016) 4

2.06 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014) 5

2.07 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016) 5

SECTION 3 HOW TO OFFER 6

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013) 6

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013) 8

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (OCT 2017) 9

3.04 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013) 9

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012) 10

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) 10

SECTION 4 METHOD OF AWARD 11

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012) 11

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (SEP 2013) 11

4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012).....11
4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (OCT 2016).....11
4.05 AWARD (SIMPLIFIED) (OCT 2017).....12
SECTION 5 ADDITIONAL TERMS AND CONDITIONS 13
5.01 MODIFIED RLP PARAGRAPHS (OCT 2016).....13

REQUEST FOR LEASE PROPOSALS NO. 36C25718R0840

08/01/2018
SIMPLIFIED RLP GSA FORM R101A (October 2017)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

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

B. Included in the RLP documents is a lease form (GSA Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (GSA Form 1364A), and a Lessors Annual Cost Statement (GSA Form 1217) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the Lease and delivers a signed copy to the Offeror.

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

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

CITY, STATE	AUSTIN, TEXAS
DELINEATED AREA	NORTH: US 183 EAST: US 183 SOUTH: US 290 WEST: TEXAS LOOP 1
SPACE TYPE(S)	ADMINISTRATIVE
MINIMUM SQ. FT	6,186 RSF; 7,583 ABOA
MAXIMUM SQ. FT	6,186 RSF;
RESERVED PARKING SPACES (TOTAL)	25
TERM	15 YEARS
TERMINATION RIGHTS	Termination Rights After 90 Days
ADDITIONAL REQUIREMENTS	FULL SERVICE LEASE – ELECTRIC/GAS, WATER, TRASH, JANITORIAL AND GROUNDS KEEPING

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

1.03 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013)

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

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

Exhibit	Pages
1 Table of Contents w/comments	1
2 Simplified RLP Form R101A 10 2017c	TBD
2a Form 3516 Solicitation Provisions	TBD
2b Form 1364A_10_17	2
2c Program Design	5
2d Scope of Work	13

2e GSA1217-94	1
3 Simplified Lease Form L201A_10_2017	TBD
4 GSA Form 12000 for Prelease Fire Protection and Life Safety	6
5 Form 2	2
6 Contractor Confidentiality Certificate	1
6a SF-330 - AE Qualifications	14
7 Form VA 10091 - VA-FSC Vendor File Request Form	2
8 Offering Entity Acknowledgement Form	1
9 Security Unit Price List	TBD
9a Alarm System Requirements	1
9b Stanley CSS - VA -Proposal - Q-32416_V1	13
10 IT Comm Scope of Work	3
11 Janitorial Scope of Work	6
12 ADA Restroom checklist	22
13 Architectural Barriers Act JAN2017	8
14 GSA IPM Technical Guide	2
15 Hardware RM and Door Finishes APR2017	468
VA NUSF Versus GSA ANSIBOMA - Usable	6

1.05 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.06 LEASE DESCRIPTION (SIMPLIFIED) (OCT 2016)

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

The Lease contemplated by this RLP includes:

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

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

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

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

The security pricing process is described in a separate paragraph.

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

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

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

Lease LCO:

Steven P. Moya
2002 Scott Blvd, Temple Texas 76502
254-899-6032
STEVEN.MOYA@VA.GOV Emails should be no larger than 5MB each. Multiple email accepted.

Offerors should include the Alternate Government Contact designated below.

Alternate Government Contact:

Wallace Taylor
2002 Scott Blvd, Temple Texas 76502
254-899-6038
WALLACE.TAYLORJR@VA.GOV Emails should be no larger than 5MB each. Multiple email accepted.

1.09 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (OCT 2016)

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

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use *Exhibit 9 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. Exhibit 9 Security Unit Price List will be required for submittal post award. The Government and awardee shall work together in order to determine cost as floor plans will differ from each offeror.

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

1.10 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.

1.11 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.

1.12 SYSTEM FOR AWARD MANAGEMENT (SAM)

1. *Prospective contractors shall be registered in the SAM database prior to award of a contract or agreement.*
 - i. *The System for Award Management (SAM) is an official website of the U.S. government.*
 1. *There is no cost to use SAM. You can use this site for FREE*
[HTTPS://SAM.GOV/PORTAL/SAM/](https://SAM.GOV/PORTAL/SAM/)
 2. *What information do I need to register my entity in SAM? HTTPS://FSD.GOV/FSD-GOV/ANSWER.DO?SYSPARM_KBID=7C13E35C6F512900D0BC89212E3EE4CF&SYSPARM_SEARCH=REGISTERING*
 - ii. *If you are unable to find an answer to your SAM registration question, you can select Web Form to submit a ticket or you can select Live Chatto chat with the FSD Service Desk.*
 1. *Hours of Operation*
 - a. *Monday - Friday 8 a.m. to 8 p.m. ET*
 - b. *U.S. Calls: 866-606-8220*
 - c. *International Calls: +1 334-206-7828*

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, your bid should include a proposed floor plan based of the requirements listed in the documents.

2.02 ASBESTOS (JUN 2012)

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

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

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

E. *Potential Awardee will be required to submit an asbestos report prior to award.*

2.03 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.

2.04 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. Automatic Fire Sprinkler System may be grandfathered as long as City and State codes are met. 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.

C. Potential Awardee will be required to submit Exhibit 4 GSA Form 12000 for Prelease Fire Protection and Life Safety prior to award.

2.05 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)

A. The Lease is for 10,000 RSF or less and exempt from Energy Independence and Security Act (EISA) requirements for Government leases relating to energy efficiency standards and potential cost-effective energy efficiency and conservation improvements.

B. Offerors may 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.

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

A. Environmental Due Diligence

1. The LCO does not expect to ask for but upon request from the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.

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.

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

A. *Lessor shall disclose in block 5 of Exhibit 2b Form 1364A_10_17 if property is Historic.* If not disclosed then property is assumed not historic.

B. 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).

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013)

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

Exhibit	Pages
1 Table of Contents	1
<u>2 Simplified RLP Form R101A 10 2017c</u>	TBD
2a Form 3516 Solicitation Provisions	TBD
<u>2b Form 1364A 10 17</u>	2
2c Program Design	5
2d Scope of Work	13
<u>2e GSA1217-94</u>	1
3 Simplified Lease Form L201A_10_2017	TBD
4 GSA Form 12000 for Prelease Fire Protection and Life Safety	6
5 Form 2	2
<u>6 Contractor Confidentiality Certificate</u>	1
<u>6a SF-330 - AE Qualifications</u>	14
<u>7 Form VA 10091 - VA-FSC Vendor File Request Form</u>	2
8 Offering Entity Acknowledgement Form	1
9 Security Unit Price List	TBD
9a Alarm System Requirements	1
9b Stanley CSS - VA -Proposal - Q-32416_V1	13
10 IT Comm Scope of Work	3
11 Janitorial Scope of Work	6
12 ADA Restroom checklist	22
13 Architectural Barriers Act JAN2017	8
14 GSA IPM Technical Guide	2
15 Hardware RM and Door Finishes APR2017	468
VA NUSF Versus GSA ANSIBOMA - Usable	6

Bid instructions:

- A. Bid submittal.
1. Bullet documents underlined above require your completion.
 2. Bullet documents underlined above should be returned completed to the POC[s] identified in the solicitation. All other documents need not be returned.
 3. Provide the Marketing floor plan flyer or applicable document[s] that address:
 - i. Floor plan that includes number and size of floors, column placement, shape of footprint, and placement of mechanical and plumbing core.
 - ii. Pictures of interior space areas.
 - iii. Location in relation to access to Shopping and Eating Establishments.
 - iv. Space availability date.
 1. Move in ready.
 2. Construction Schedule if new space.
 - v. Year of last replacement for flooring, HVAC, and roof.
 - vi. Type of interior lighting.
 - vii. Offerors portfolio of:
 1. Leased assets past and present going back no more than two (2) calendar years. [Past Performance]
 2. Offerors Qualifications
 - a. Building Certifications
 - b. Management Company Better Business Bureau rating.
 3. Offeror shall submit two (2) of references
 4. RLP is a fully serviced, turnkey Lease with a fixed rent.

- i. Deliverables * not all inclusive:
 - 1. RLP Section 1.09 * Exhibit 9 Security Unit Price
 - 2. RLP Section 1.11 * DUNS number
 - 3. RLP Section 1.12 * System for Award Management
 - 4. RLP Section 2.01 * Your bid should include a proposed floor plan based of the requirements listed in the documents.
 - 5. RLP Section 2.02 * Potential Awardee will be required to submit an asbestos report prior to award.
 - 6. RLP Section 2.07 * Lessor shall disclose in block 5 of Exhibit 2b Form 1364A_10_17 if property is Historic.
 - 7. RLP Section 4.04 * Lessor shall disclose in block 24 of Exhibit 2b Form 1364A_10_17 if yearly CPI calculations are elected or if an annual rent escalation covering utility expeditors is elected.
 - 8. 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 Exhibit 4 GSA Form 12000 for Prelease Fire Protection and Life Safety.
 - 9. Exhibit 9 Security Unit Price List will be required for submittal post award. The Government and awardee shall work together in order to determine cost as floor plans will differ from each offeror.
 - 5. Prospective contractors shall be registered in the SAM database prior to award of a contract or agreement.
 - i. The System for Award Management (SAM) is an official website of the U.S. government.
 - 1. There is no cost to use SAM. You can use this site for FREE
<HTTPS://SAM.GOV/PORTAL/SAM/>
 - 2. What information do I need to register my entity in SAM? HTTPS://FSD.GOV/FSD-GOV/ANSWER.DO?SYSPARM_KBID=7C13E35C6F512900D0BC89212E3EE4CF&SYSPARM_SEARCH=REGISTERING
 - ii. If you are unable to find an answer to your SAM registration question, you can select Web Form to submit a ticket or you can select Live Chatto chat with the FSD Service Desk.
 - 1. Hours of Operation
 - a. Monday - Friday 8 a.m. to 8 p.m. ET
 - b. U.S. Calls: 866-606-8220
 - c. International Calls: +1 334-206-7828
 - d. DSN: 94-866-606-8220
 - 6. All documents should be reviewed in order to submit a bid.
 - 7. Evaluation factors:
 - A. The lease will be awarded to the responsible Offeror whose offer will be most advantageous to the Government.
 - B. The combination of factors below is significantly more important than price.
 - C. The following award factor(s) will be considered:
 - 1. **Technical**
 - 2. **How soon space can be made available for occupancy consideration**
 - 3. **Qualifications and Past Performance**
 - 4. **Price**
- (1) Technical Quality:
- 1. Architectural Concept: flexibility with which VA can lay out the interior functional requirements of the office space; consideration will be given to the number and size of floors, column placement, shape of footprint, and placement of mechanical and plumbing core.
 - 2. Degree of Access to Shopping and Eating Establishments: accessibility and convenience of the proposed office space to a diversity of eating and shopping establishments.
- (2) How soon the space can be made available for occupancy considerations:
- 1. Space available and in place: the current state of the space, whether it exists or is to be built, is currently occupied, how soon premises may be vacated.
 - 2. Condition of existing space: the state of existing offered space. Existing space consist of a 'warm lit shell' with walls, flooring, lighting, HVAC, and ceiling in place.

3. Construction Schedule: This factor considers the offeror's proposed construction schedule and time line, if any.

(3) Offerors Qualifications AND Past Performance considerations:

1. Past Performance: This factor considers the extent of the Offeror's past performance in completing work similar in scope and complexity as this one, as well as quality of the Offeror's services. Consideration will be given to timeliness, cost control, and technical success of the project. The Offeror will be evaluated on all contracts and subcontracts performed for the Federal, State, and local government agencies, and commercial customers completed during the last two (2) years.

2. References: Offeror shall submit two (2) of references, including point of contact name, address, and telephone number, project name and date of performance.

(4) Price [Annual Rental Cost and operating cost]:

2 Simplified RLP Form R101A 10 2017c
 2b Form 1364A_10_17
 2e GSA1217-94

Square Feet to be Provided _____ SQ FT

Term	Annual Rent (\$/Rentable SQ FT)	Monthly Rent
Year 1-5		
Year 6-10		
Year 11-15		

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

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

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email not exceeding 5MB via multiple emails. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received on the following date at the following designated office and address or email no later than:

23 August 2018 * 0900 AM * CST

Lease LCO:

Steven P. Moya
 2002 Scott Blvd, Temple Texas 76502
 254-899-6032

STEVEN.MOYA@VA.GOV

Offerors should include the Alternate Government Contact designated below.

Alternate Government Contact:

Wallace Taylor
2002 Scott Blvd, Temple Texas 76502
254-899-6038
WALLACE.TAYLORJR@VA.GOV

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

D. Offers 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.

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

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (OCT 2017)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
2 Simplified RLP Form R101A 10 2017c
2b Form 1364A_10_17
2e GSA1217-94
6 Contractor Confidentiality Certificate
6a SF-330 - AE Qualifications
7 Form VA 10091 - VA-FSC Vendor File Request Form
9 Security Unit Price List
As applicable:
Historic Property information and documentation, if applicable, per the Historic Preference (Simplified) paragraph
Registration in the System for Award Management (SAM). Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.
Evidence of ownership or control of Building or site
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if offeror is not the owner of the Property.

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

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

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

assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.

B. *If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to Exhibit 4 GSA Form 12000 for Prelease Fire Protection and Life Safety Information listed in A.1 through A.5 above.*

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

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

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

B. The TI pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.06 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.

1. Reference below section 4.04 CPI.

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

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

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

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

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

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

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

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

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

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

4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (OCT 2016)

A. Lessor shall disclose in *block 24 of Exhibit 2b Form 1364A_10_17* if yearly CPI calculations are elected or if an annual rent escalation covering utility costs is elected.

B. 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.

4.05 AWARD (SIMPLIFIED) (OCT 2017)

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

1. Lease No. XXXXXXX and any associated Lease amendments.
2. Agency Specific Requirements (ASR)
3. General Clauses included with the Lease and incorporated by reference.
4. The pertinent provisions of the offer, including the 1364A.
5. Floor plans of the offered Space.

The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:
