## U.S. Department of Veterans Affairs

Community Based Outpatient Clinic (CBOC)
Ann Arbor, MI

RLP No.: 36C10F18R0565



Τ

## Agenda



| VA Contracting<br>Officer | WELCOME, PRE-BID PURPOSE & RULES - INTRODUCTION OF PROJECT TEAM  |
|---------------------------|--|
| VA Project<br>Manager     | Overview - Overview of Facility & Agenda   |
| ISI                       | REQUEST FOR LEASE PROPOSALS (RLP) PACKAGE OVERVIEW  - GENERAL REVIEW OF CRITICAL ISSUES/TIMETABLES  - HOW TO SUBMIT AN OFFER |
| VAMC/AE                   | DESIGN - PROGRAM OF REQUIREMENTS - DESIGN CONCEPT DRAWINGS   |
| ISI                       | Review of Standard Forms & Clauses   |
| Project Team              | QUESTIONS & ANSWERS / WRAP-UP  |

### Introductions

#### **CFM Project Team**

Eric Roberts, Contracting Officer

Radonya Pinkney, Realty Specialist

Mike Souders, Senior Resident Engineer

#### **Contractor Representatives**

Danial Abeln, AE, LEO A DALY

Annabella Gilbert, AE, LEO A DALY

Stephen Schantz, ISI Professional Services (ISI)

Lynelle Teekah, ISI Professional Services (ISI)



### Rules

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#### Questions

- Please hold all questions until the end
- State your name and organization you represent
- Speak clearly and slowly for stenographer
- If possible, reference the RLP Paragraph/Section
- All questions must be submitted in writing to the Contracting
   Officer & Broker and reference the RLP Paragraph/Section
- Official responses will be posted on FBO through an Amendment/Clarification
- Respect Procurement Integrity/Sensitivity

## Purpose



- Provide Clarification regarding requirements as set forth in RLP No.: 36C10F18R0565
- Encourage Offerors to refer to the RLP for a complete understanding of the requirements in submitting fullyresponsive and technically acceptable proposals
- Promote Competition
- Provide Conference Transcript Online (FBO)

## Section 1: Summary



#### Ann Arbor – Community Based Outpatient Clinic (CBOC)

- 43,700 ANSI/BOMA Square Feet
- Contiguous space on no more than (2) contiguous floors
- 250 or required by code (the greater than) on-site parking spaces
  - 10% for use by physically disabled (handicapped parking)
- The Lease Term Commencement Date will be around Fall 2021, or upon acceptance of space
- NAICS Code 531120 (\$38.5M)

## Term

#### Section 1.02.F of the RLP



Must submit pricing for all alternatives based on each of the following:

| Alternative A | 15-year firm term                           |
|---------------|---|
| Alternative B | 15-year firm term, with five 1-year options |
| Alternative C | 20-year firm term                           |

## Operating Lease Treatment

Section 3.04 of the RLP



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.

## Documents in RLP



| DOCUMENT NAME  | File Name Prefix | No. of Pages |
|--|------------------|--------------|
| Lease No. GS-XXP-LXXXXXXX (Form L100)  | 01B              | 43           |
| Appendix A.1 – Program for Design  | 02A              | 18           |
| Appendix A.2 – Project Room Contents   | 02B              | 102          |
| Appendix B – Conceptual Layout and Floor Plan  | 03               | 7            |
| Appendix C.1 – ASR – Agency Specific Requirements                                    | 04A              | 8            |
| Appendix C.2 – ASR – Facility Security Level II (Security Requirements)              | 04B              | 8            |
| Appendix D – Lease Code Compliance   | 5                | 1            |
| Appendix E – OPC IT Specifications   | 6                | 15           |
| Appendix F – Janitorial Services   | 7                | 5            |
| Offering Entity Acknowledgement Form   | 8                | 1            |
| Offeror Proposal Compliance Matrix   | 9                | 4            |
| Proposal to Lease Space (GSA Form 1364)  | 10               | 3            |
| Attachment No. 1 to GSA Form 1364  | 11               | 1            |
| GSA Form 1217 – Lessor's Annual Cost Statement                                       | 12               | 3            |
| Form VA 10091 – VA-FSC Vendor File Request Form                                      | 13               | 2            |
| Past Performance Questionnaire   | 14               | 6            |
| SF-330 – Architect-Engineer Qualifications   | 15               | 14           |
| GSA Form 527 – Contractor's Qualifications and Financial Information                 | 16               | 6            |
| VA Handbook 6500 (Appendix D) - VA Rules of Behavior                                 | 17               | 9            |
| VA Handbook 6500.6 – Information Security Program                                    | 18               | 5            |
| GSA Form 3516 – Solicitation Provisions  | 19               | 5            |
| GSA Form 3517B – General Clauses/Modified General Clauses                            | 20               | 20           |
| GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office | 21               | 6            |
| Building (Part A or Part B) (See Section 3 for applicable requirements)              |                  |              |
| Certification of Building Energy Performance   | 22               | 1            |
| Contractor Confidentiality Certificate   | 23               | 1            |
| Ann Arbor, MI – Labor Standards Provision  | 24A              | 12           |
| Washtenaw County Wage Determination  | 24B              | 8            |
| Wayne County Wage Determination  | 24C              | 9            |
| Pre-Bid Registration   | 25               | 1            |

### Area of Consideration

Section 1.03 of the RLP



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

North: MI-14 & I-96

South: US-12

East: Beck Road

West: Newburgh Road

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

## Section 2: Summary

#### Eligibility and Preferences for Award

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- Full and open (unrestricted) competition
- Large businesses must include with the initial offer, a Small Businesses Subcontracting Plan per Section 3.02.C and 4.03.D — OTHER THAN SMALL BUSINESS.
- Demonstrate potential for efficient layout to accommodate the stated Program of Requirements.
- Offered existing buildings and sites shall not be affected by the 100-year base flood plain as mapped by FEMA. <u>Offerors must demonstrate sufficient</u> <u>evidence</u>.
- Space offered must be free of asbestos-containing materials (ACM), as stated in Section 2.06.
- 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.

## Section 2: Summary

#### Eligibility and Preferences for Award



- 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.
- 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).
- Offered space must meet the accessibility and fire protection and life-safety requirements as stated in the RLP, and demonstrate how the Offeror intends to satisfy those requirements.
- Offered buildings must have earned the ENERGY STAR® label as required in Section 2.09 and Green Globes®-SI as required in Section 3.10.
- Submission of a detailed Project Management Plan (PMP) that describes how the Offeror
  will reduce risk and meet deliverables, keeping the project on time and on budget. The
  PMP shall include a narrative approach to the execution of this project from the point of
  lease award through VA's acceptance of the facility.

## How to Offer

Section 3.02 of the RLP



#### WHAT TO SUBMIT, WHERE TO DELIVER, & WHEN TO DELIVER IT

#### **Deliver to VA Office**

- One (1) Technical CD
- One (1) Price CD

#### **Deliver to ISI Professional Services**

- Six (6) Technical CDs
- One (1) Price CD

#### **Requirements Reminders**

- Due Date: September 21, 2018
- Proposal Package Labeling
- Proposal Compliance Matrix
- Documents to Submit With Offer
- No Hard Copies (only on CDs)



| Volume | Proposal Section Header    | Sub-headers - Required Document/Response  |  |  |  |  |
|--------|----------------------------|---|--|--|--|--|
| 1      | Proposal Compliance Matrix | Proposal Compliance Matrix: Microsoft Word Version  |  |  |  |  |
|        |                            | Offering Entity Acknowledgement Form  |  |  |  |  |
|        |                            | GSA Form 3518-SAM   |  |  |  |  |
| 1      | Offering Entity Forms      | SAM Printout: System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code. To be considered for the small business evaluation criteria, small businesses must have an active registration in the System for Award Management (SAM) System, available at <a href="https://www.sam.gov">www.sam.gov</a> , at the time of initial offer submission. In addition, the small business must be registered with the Small Business Administration (SBA). Provide proof of verification with offer. System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code |  |  |  |  |
|        |                            | VETBIZ Printout: To be considered as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (HTTP://WWW.VETBIZ.GOV). Provide proof of verification with offer Conditional Commitment of Funds   |  |  |  |  |
|        |                            | Operating Agreement: Must define individual authorized to represent the entity, which aligns with Offering Entity Acknowledgment Form   |  |  |  |  |



| Volume | Proposal Section Header | Sub-headers - Required Document/Response  |
|--------|-------------------------|---|
|        | Technical Response      | Building Design: Plans, written narratives, design concept, calculations, mechanical and electrical systems, and energy efficiency of the proposed building |
|        |                         | Building Drawings: All applicable drawings to include floor plan,<br>adjacencies and existing ABOA and rentable square footage of proposed<br>space         |
|        |                         | Site Plans: Site plan depicting the property boundaries, building, landscaping, parking, ingress/egress and pedestrian circulation                          |
| 1      |                         | Project Management Plan   |
|        |                         | Schedule  |
|        |                         | Detailed Operations and Maintenance Plan  |
|        |                         | Building Operating Plan   |
|        |                         | Additional Submittals: Any additional applicable technical submittal  |
|        |                         | requirements which are listed in Sections 1.06 and 3.06 of the RLP  |
|        |                         | EISA Compliance (ENERGY STAR®)  |
|        |                         | Green Globes Scoresheet & Sustainability Approach Narrative   |



| Volume | Proposal Section Header | Sub-headers - Required Document/Response   |
|--------|-------------------------|--|
|        |                         | FEMA Map: FEMA map, clearly illustrating the specific site location, and evidencing that the property lies outside the 100-year floodplain   |
|        |                         | Location Map: Location on map, demonstrating the building or land lies within the delineated area  |
|        |                         | Public Transportation: Narrative and map describing proximity of the building or land to the nearest bus and/or train stop, and major transportation routes  |
|        |                         | Adjacent Uses: Description of the uses of adjacent property(ies)   |
|        |                         | Ownership/Control: Documentation of ownership or control of the property   |
|        |                         | and evidence of signature authority of the party(ies) who will sign and lease documents and ability to meet the minimum site requirements (addressed to and signed by Offering Entity)   |
|        |                         | Current Title: A current title report for each property or properties being offered which should include a chain of title including all deeds referenced in  |
| 1      | Site Information        | the chain of title (current within 60 days). Copies of all instruments associated with the title commitment, which created rights, interests or encumbrances on the proposed easement property, and disclose the names of each person with the interest in the property      |
|        |                         | Zoning: A letter/letters from the AHJ providing evidence of current zoning of<br>the property/properties being offered at time of initial proposal submission<br>that the property/properties as zoned meets VA's intended use   |
|        |                         | Utilities & Emergency Services: A letter/letters from the local Authority Having Jurisdiction (AHJ) and/or local utilities indicating that there are adequate public services - fire, police, emergency services - serving the subject property to support VA's proposed use |
|        |                         | Phase I: Phase I Environmental Site Assessment & any additional site due diligence   |
|        |                         | Cultural Resources Study: Provide required information per RLP Section 2.13.   |



| Volume | Proposal Section Header | Sub-headers - Required Document/Response  |  |  |  |
|--------|-------------------------|---|--|--|--|
|        |                         | Organizational Chart: Organizational Chart Illustrating Key Personnel and<br>Major Subcontractors                     |  |  |  |
|        |                         | Teaming Agreements: Fully-executed Teaming Agreements with<br>Architect/Engineering firm and General Contracting firm |  |  |  |
| 1      |                         | Joint Venture Eligibility: Provide required information per RLP Section 2.13 if applicable                            |  |  |  |
|        |                         | Small Business Subcontracting Plan (requirement for large businesses  |  |  |  |
|        | Teaming Information     | offerors)   |  |  |  |
| 1      |                         | A/E Firm Experience Narrative   |  |  |  |
|        |                         | Design Team Key Personnel Experience  |  |  |  |
|        |                         | SF-330  |  |  |  |
|        |                         | A/E State Licensure: Proof of Architect/Engineering firm's state license  |  |  |  |
|        |                         | GC Experience Narrative   |  |  |  |
|        |                         | GC Key Personnel Resumes  |  |  |  |
|        |                         | GSA Form 527  |  |  |  |
|        |                         | GC State Licensure: Proof of General Contracting firm's state license   |  |  |  |



| Volume     | Proposal Section Header  | Sub-headers - Required Document/Response                                       |
|------------|--|--|
| Volume     | Proposal Section Reader  |  |
|            |  | VA Handbook 6500 (Appendix D) – VA Rules of Behavior                           |
|            |  | VA Handbook 6500.6 – Information Security Program                              |
|            |  | GSA Form 3516 – Solicitation Provisions  |
|            |  | GSA Form 3517B – General Clauses/Modified General Clauses                      |
|            |  | GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for     |
| <b>a</b> . | Forms  | an Office Building (Part A or Part B) (See Section 3.06J for applicable        |
| 1          | (Completed/Initialed/Signed)   | requirements)  |
|            | A CONTRACTOR OF THE PROPERTY O | Certification of Building Energy Performance                                   |
|            |  | Contractor Confidentiality Certificate   |
|            |  | VETS – 4212: Provide a complete and initialed VETS-4212 Report, along          |
|            |  | with the email confirmation of filing. (Upon the successful submission of a    |
|            |  | VETS-4212 report(s), contractors will receive an email confirmation of receipt |
|            |  | notification for their records.)   |
|            |  | RLP  |
|            |  | RLP Amendments   |
|            |  | RLP Clarifications   |
|            | RLP Documents<br>(Initialed/Signed)  | Lease No. GS-XXP-LXXXXXXX (Form L201)  |
|            |  | Appendix A.1 – Program for Design  |
|            |  | Appendix A.2 – Project Room Contents   |
|            |  | Appendix B – Conceptual Layout and Floor Plan                                  |
| 1          |  | Appendix C.1 – ASR – Agency Specific Requirements                              |
|            |  | Appendix C.2 – FSL II – Facility Security Level II (Security                   |
|            |  | Requirements)  |
|            |  | Appendix D – Lease Code Compliance   |
|            |  | Appendix E – OPC IT Specifications   |
|            |  | Appendix F – Janitorial Services   |
|            |  | Ann Arbor, MI - Wage Determination – Labor Standards Provision                 |
|            |  | Washtenaw County Wage Determination  |
|            |  | Wayne County Wage Determination  |



| Volume | Header        | Required Document/Response   |  |  |  |  |
|--------|---------------|--|--|--|--|--|
| 2      | Pricing Forms | Offering Entity Acknowledgement Form                                     |  |  |  |  |
|        |               | GSA Form 1364 – Proposal to Lease Space                                  |  |  |  |  |
|        |               | Attachment No. 1 to GSA Form 1364 NOTE: Offerors shall provide           |  |  |  |  |
|        |               | Attachment No. 1 to GSA Form 1364 in the native Excel format, as well as |  |  |  |  |
|        |               | PDF format   |  |  |  |  |
|        |               | GSA Form 1217 – Lessor's Annual Cost Statement                           |  |  |  |  |
|        |               | Form VA 10091 – VA-FSC Vendor File Request Form                          |  |  |  |  |
|        |               | Evidence of Historical Preference (See Section 2.05)                     |  |  |  |  |
|        |               |  |  |  |  |  |

- 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.

## Site Requirements



- Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.
- Offeror must submit written evidence that it is authorized by the owner of the site to present the site. In addition, Offeror must provide evidence of site control for longer than the duration of the lease term required in this RLP, including the post-award design and construction phase as well as all renewal options. Documentation that constitutes evidence of control includes, but is not limited to, the following fully-executed documents:
  - a. An option to purchase;
  - b. A sales contract;
  - c. A deed showing fee simple ownership; or
  - d. An option to lease the site for longer than the lease term plus the post-award design and construction phase and any renewal options.
- Except for a deed evidencing fee simple ownership, <u>any evidence of owner's consent or site control</u>
   <u>submitted by the Offeror must be signed by both the landowner and the Offeror and notarized</u>.

# GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS



Section 3.10 of the RLP

 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 Two Green Globes level) as necessary to meet the certification.

## Section 4: Communications & Award



- Offerors must meet the mandatory minimum requirements of the Solicitation
- Competitive, negotiated procurement with Best Value Trade Offs, pursuant to FAR 15
- All technical non-price factors when combined are approximately equal in importance to price.
- Discussions may be held to establish competitive range
- The Government's award occurs upon execution of the lease by the Contracting
   Officer indicating that the Government accepts the Offeror's proposal
- The Contracting Officer intends to award on initial offer.

### Award Based on Best Value

- 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.
- 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.
- All technical non-price factors when combined are approximately equal in importance to price, but, as proposals become more equal in their technical merit, the evaluated price becomes comparatively more important. 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.

## Technical Evaluation Factors

#### Section 4.03 of the RLP

Factors are listed in descending order of importance. Areas of Consideration are not listed in order of importance and are not assigned a specific rating.



#### Factor No. 1 – Technical Quality

- A. Architectural Concept & Building Design
- B. Quality of Site Characteristics & Development
- C. Sustainable Design and Energy Efficiency

#### Factor No. 3 – Operations & Maintenance Plan

- A. Interior/Exterior Maintenance of Building and Grounds
- B. Routine ER Calls Procedures and Response Times
- C. Staffing Plan, Administrative Procedures, & Quality Control Plan

#### Factor No. 2 – Offeror's Qualifications and Past Performance

- A. Offeror's Past Performance
- B. Design Team & General Contractor Qualifications
- C. Financial Resources
- D. Project Management Plan

#### Factor No. 4 – Socio-Economic Status

- A. Service Disabled Veteran Owned Small Business (SDVOSB)
- B. Veteran Owned Small Business (VOSB)
- C. Small Business
- D. All Other

### Socio-Economic Status

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#### **No Award Preference for Set-Aside**

Market research conducted by the LCO concluded in accordance with the U.S. Supreme Court's Kingdomware decision, found that two capable SDVOSBs or VOSBs firms did not participate in the Expression of Interest and Sources Sought.

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.

Section 2.13 of RLP: Eligibility for Joint Ventures

Section 2.15 of RLP: Small Business Subcontracting Plan

# Office of Small & Disadvantaged Business Utilization (OSDBU) Contact

TYRONE LASSITER
SR. SMALL BUSINESS SPECIALIST
OFFICE OF SMALL AND DISADVANTAGED BUSINESS
UTILIZATION (00SB)
810 VERMONT AVENUE, NW
WASHINGTON, DC 20420
PHONE 202-632-5619

## Space Measurement

Section 2.0 of the Lease GSA FORM L100 (10/17)



SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

- E. <u>Common Area Factor</u>. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

## Design Concept: Submission with Offer



- Design Concept: Submission with Offer
  - > Shall include at a minimum the following in relation to VA's Program of Requirements:
  - Detailed explanation and analysis of the Architectural & Engineering Design
  - Description and analysis of the nature of the building
  - The Design Concept submitted by the Offeror will be used to evaluate Technical Proposals and develop Design Development Drawings after award
  - Failure to submit plans and specifications in accordance with the Government's requirements may cause offers to be deemed unacceptable and non-responsive

## Design Concept: General Design Criteria



- Lessor shall design and construct the building and site in accordance with:
  - > RLP
  - Federal Regulations
  - Building Codes & Ordinances
    - In case of conflict, most stringent standard applies
- Green Globes Certification (RLP Section 3.10)
  - 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 Two Green Globes level) as necessary to meet the certification.
- Accessibility Standards in addition to compliance with local codes and ordinances, design, construction and alterations must comply with RLP



## Design Concept Overview

## Appendix A.1: Program for Design (PFD)



#### PROGRAM FOR DESIGN

CFM ANN ARBOR (COPIED 10 MAY 2018 10:34AM ET) FFE COPY

PACT CLINICS CANTON, MICHIGAN

Projected Year: 2018 Midpoint Year: 2018

VISN: 11 State: MI Station ID: 506 Station: Ann Arbor Installation: VA Medical Center

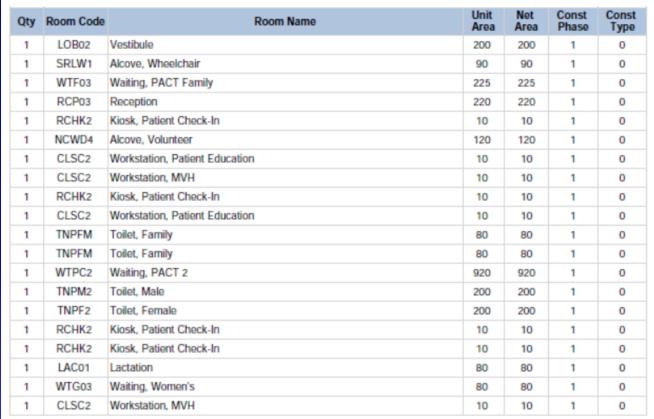
Project Created: 20 Jan 2017 02:32PM ET by Eric Deters Space Plan Last Edited: 20 Jun 2018 01:05PM ET by Patrick Hillier

Contents List Created: 18 Jan 2018 12:20PM ET by Tracy DeWeese Contents List Last Edited: 20 Jun 2018 12:56PM ET by Patrick Hillier

Report Generated: 20 Jun 2018 01:06PM

### Appendix A.1: Program for Design

Department: 1 - OUTPATIENT / PACT CLINIC (265)
Functional Area: 1 - LOBBY / RECEPTION AREA



FA Totals: Room Qty: 20 Net Area: 2,575



## Appendix A.2: Project Room Contents



#### **Project Contents List**

CFM ANN ARBOR (COPIED 10 MAY 2018 10:34AM ET) FFE COPY

PACT CLINICS CANTON, MICHIGAN

Intersection of I-275 and 153 (Ford Road)

Projected Year: 2018 Midpoint Year: 2018

VISN: 11 State: MI Station ID: 506 Station: Ann Arbor Installation: VA Medical Center

Project Created: 20 Jan 2017 02:32PM ET by Eric Deters

Space Plan Last Edited: 20 Jun 2018 01:05PM ET by Patrick Hillier

Report Generated: 23 Jul 2018 05:19PM ET

## Appendix A.2: Project Room Contents



#### COMMUNITY BASED OUTPATIENT CLINICS Choice 2.0 Ann Arbor, MI

Updated PDF Into Project Contents List Subveitted 07/06/18

| Department                             | Functional Area               | Room Code | Room Name                              | Room Area | ZSN   | Content Name                                       | Acq Code                        | Qty | Description   |
|--|-------------------------------|-----------|--|-----------|-------|--|---------------------------------|-----|---|
| L - OUTFATIONT / FACT CLINIC<br>(265)  | 1-LORBY / RECEPTION<br>ARGA   | 10002     | 5 - Vectionie                          | 300       | ASONS | Artwork, Decorative, With Frame                    | VV - GOVT PURNISHED & INSTALLED | 1   | This ISN is to be used for determining and defining location of decorative artwork.   |
| Department                             | Functional Area               | Room Code | Room Name                              | Room Area | ISN   | Content Name                                       | Acq Code                        | Qty | Description   |
| E-COUTFATIONT / FACT CLINIC            | 1 - LOBBY / RECEPTION         |           | 10 - Workstation, Estient              |           |       |  |                                 | T   |   |
| Otti                                   | ARGA                          | CISCS     | Education                              | 30        | A1015 | Telephone, Desk, Multiple Line                     | VV - GOVT PURNISHED & INSTALLED | 1   | Telephone, desk, multiple line. THIS TYPICAL INCLUDIOS:   |
| 1 - OUTPATIONT / PACT CURNIC (2005)    | 1 - LOBBY / RECEPTION<br>ABGA | GSC2      | 10 - Workstation, Patient<br>Education | 20        | E0042 | Worksenter, Computer, Free<br>Standing, 48" W      | W-GOVT FURNISHED & INSTALLED    | 1   | 1 Tool Rail 2 Paper Tray 1 Diagonal Tray 1 Freetanding Work Surface 2 Mobile Pedentsi, Surjicile 1 Adjustable Keyboard Tray   |
| 1 - COUTENTIENT / FACT CLINIC<br>[265] | 1 - LORDY / RECEPTION<br>AREA | 0.502     | 10 - Workstation, Patient<br>Education | 10        | F3280 | Chair, Swinni, Low Back                            | VV-GOVT FURNISHED & INSTALLED   | 1   | Low back contemporary swivel chair, 37° high x 35° wide x 31° deep with a five (5) caster swivel base, arms and foam padded seet and back uph obtained with either woven textile fabric or vinyl.   |
| 1 - OUTPATIENT / PACT CLINIC<br>[365]  | S - LORBY / RECEPTION<br>AREA | OSCI      | 10 - Workstation, Patient<br>Education | 10        | F2000 | Basket, Wastegaper, Five Resistant                 | W-SOYT PURNISHED & INSTALLED    | 1   | Wastepaper basket, fire resistant, approximately 40 quart capacity. To it unit is used to collect and temporarily store small quantities of paper refuse in patient rooms, administrative areas and numing stations. Size and shape varies depending on the application and manufacturer selected.  |
| 1 - OUTPATIONT / PACT CURIC<br>(265)   | 1 - LOBBY / RECEPTION AREA    | 0.5(2)    | 10 - Workstation, Patient<br>Education | 10        | мию   | Computer, Microprocessing, w/Flat<br>Panel Monitor | VV-GOVT FURNISHED & INSTALLED   | 1   | Desk top microprocessing computer. The unit shall consist of a central processing mini tower, flat panel monitor, keyboard, mouse and speakers. The system shall have the following minimum characteristics a 2.3 GHz Fertium processor; 512 MM memory, 9368 hand drive; 32/464 CD-ROMOVD combo; 1.44660 network interface card; video 33 MM NVICHA; a 18 inch flat panel monitor. The computer is used throughout the facility to inquit, manipulate and retrieve information. |

## Appendix B: Concept Layout and Floor Plan



## Appendix C.1: Agency Specific Requirements



- This appendix contains Agency Specific Requirements (ASR) that must be included in the construction and operation of the leased premises. These requirements are a component to the Lease.
- The Lessor's design team (A/E) shall be responsible for producing a complete set of drawings, design narrative/analysis, calculations, sample boards, and specifications in accordance with professional standard practices and the criteria contained in this RLP.

# Appendix C.2: Facility Security Level II



- Lessor shall comply with the security requirements shown in the Facility Security Level (FSL) II document. The document includes requirements for the site and building including concentric levels of protection, building systems, closed circuit television system, intrusion detection system, physical access control system, duress alarms, security phones, and intercoms.
- VA leasing projects are no longer required to conform to:
  - Physical Security Design Manual for VA Life-Safety Protected Facilities
  - Physical Security Design Manual for VA Mission Critical Facilities
  - Appendix B, Physical Security Requirements and Options, VA Handbook 0730

# Appendix D: Lease Code Compliance



#### Appendix D: VA Healthcare Standards and Codes

The building will be designed, constructed and maintained in accordance with the most current version of the codes and standards at time of award:

All applicable current State and Local Building Codes

All applicable current Local Planning & Zoning Codes

The Joint Commission

The state-adopted Facility Guidelines Institute Guidelines for Design and Construction of Health Care Facilities

 Michigan has not adopted the FGI Guidelines as a state, but plans will be reviewed against 2014 FGI Guidelines for compliance.

NFPA 99: Health Care Facilities Code

Architectural Barriers Act (ABA) Accessibility Standards or ADA Standards for Accessible Design as applicable.

In the absence of a State or Local Fire Code - NFPA 101: Life Safety Code

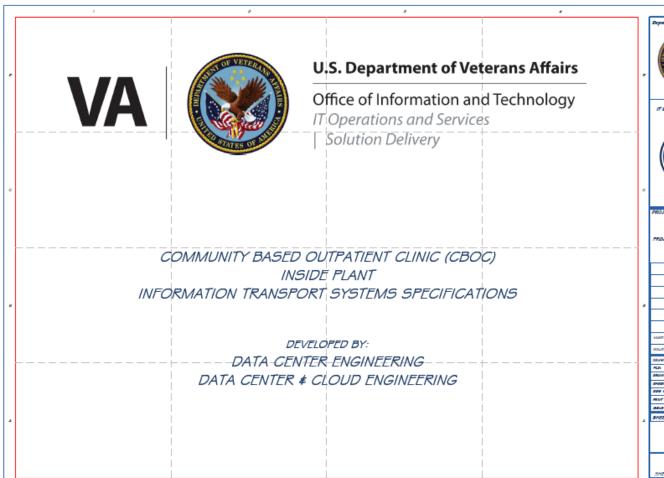
VA PG 18-14: Room Finishes, Door & Hardware Schedule – used to define room finish materials, door sizes and types and hardware functionality. References to VA specifications need not be followed.

VA Signage Design Guide is required for all interior, exterior, marquee, and monument signage

VA Planning Guides

- Planning & equipment layouts for CBOCs
  - o "Outpatient Clinic Lease-Based Design Guide"

# Appendix E: CBOC IT SPECS





# Appendix F: Janitorial SOW

REQUEST FOR LEASE PROPOSALS (RLP) COMMUNITY BASED OUTPATIENT CLINIC (CBOC) ANN ARBOR, MI JUNE 2018 RLP No. 36C10F18F0565



### Appendix F: Janitorial Services

The Lessor shall furnish all supplies, materials machinery, appliances, supervision, and labor necessary to provide complete janitorial services for the clinic. Services shall be provided in all interior areas of the leased premises to provide a clean, neat, and attractive appearance by performing the functions described below. The Lessor shall make careful selection of cleaning products and equipment to ensure they are packaged ecologically, environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable, and minimize the use of harsh chemicals and the release of irritating fumes.

The Lessor shall select paper and paper products with recycled content conforming to EPA's CPG. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

## MATERIALS AND PROCEDURES (1) STANDARDS

It is the Lessor's responsibility to maintain the clinic in a condition that meets all housekeeping and sanitation requirements of this solicitation and the current standards of the Joint Commission (JC).

### (2) WORK SCHEDULE

Work will be accomplished at times indicated. Work schedule shall be from 7:30 AM to 5:00 PM, (or as requested by the LCO), Monday through Friday. The Lessor shall ensure that sufficient employees are available to prepare the clinic to see patients at 8:00 AM, to be available to clean up spills, keep the public and specimen collection toilet rooms clean, and keep the toilet rooms stocked with sufficient paper products and soap. Mechanical equipment such as vacuum cleaners, burnishers, scrubbing machines, etc., shall not be used during patient appointments.

### (3) JANITORIAL STAFF AND SUPERVISION

Janitorial staff will have access throughout the building; therefore, none of the janitorial staff may have a police record for anything more serious than traffic or parking violations. There shall be a janitorial staff supervisor on duty at all times when janitorial staff is in the building. Any person whose work or conduct is found to be unacceptable by the Government shall be removed from the janitorial staff. Smoking is permitted in designated areas only. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Janitorial company's standard uniforms are acceptable, if they clearly identify the company and the occupation of the individual. Janitorial staff will be required to wear photo identification badges.



# Standard Forms & Clauses Overview

# Proposal Compliance Matrix

Section 1.06 of the RLP



Request for Lease Proposal (RLP) No.: 36C10F18R0565 Ann Arbor, MI OPC

#### Proposal Compliance Matrix

Instructions: Offerors are to provide Offering Entity Information as well as "check" each Yes or No box, corresponding to required proposal information and provide the proposal volume and page number the information can be found. Offerors are required to adequately address each line item and provide comments as necessary.

| General                      |                              |    |   |  |  |  |  |  |
|------------------------------|------------------------------|----|---|--|--|--|--|--|
| Offeror Name:                |                              |    |   |  |  |  |  |  |
| Offeror DUNS:                |                              |    |   |  |  |  |  |  |
| Offered Site Name & Address: | Offered Site Name & Address: |    |   |  |  |  |  |  |
| Date Submitted:              | Date Submitted:              |    |   |  |  |  |  |  |
| Requirements                 | Provided                     |    | Proposal Submittal Requirement  |  |  |  |  |  |
| Requirements                 | Yes                          | No | Freprish Securities   |  |  |  |  |  |
| Volume I - Technical         |                              |    | Addressed Proposal Packaging  |  |  |  |  |  |
| volume 1 - 1 echnical        |                              |    | (6) Compact Discs. Volume I bookmarked in .pdf format and properly lists all required headers and authorized.   |  |  |  |  |  |
| Volume II - Price            |                              |    | (1) Compact Disc. Volume II bookmarked in .pdf format, Attachment 1 to GSA Form 1364A in Microsoft Excel Format |  |  |  |  |  |

|                            |   | Solicitation Reference                      | Provided |    | Offeror Proposal Location |         |                  |  |  |  |
|----------------------------|---|---|----------|----|---------------------------|---------|------------------|--|--|--|
| Proposal Section Header    | Item  |   | Yes      | No | Volume                    | Page(s) | Offeror Comments |  |  |  |
| Proposal Compliance Matrix | Complete Proposal Compliance Matrix: Offeror<br>shall provide matrix in Word format | RLP 3.02.C                                  |          |    |                           |         |                  |  |  |  |
|                            |   |   |          |    |                           |         |                  |  |  |  |
|                            | Offering Entity Acknowledgement Form  | RLP 3.02.C                                  |          |    |                           |         |                  |  |  |  |
|                            | CCR/SAM Registration  | RLP 3.02.C / Lease 2.06.F                   |          |    |                           |         |                  |  |  |  |
| Offering Entity Forms      | VETBIZ Printout   | RLP 3.02.C / 4.03                           |          |    |                           |         |                  |  |  |  |
|                            | Conditional Commitment of Funds   | RLP 3.02.C / 3.06.B                         |          |    |                           |         |                  |  |  |  |
|                            | Operating Agreement   | RLP 3.02.C                                  |          |    |                           |         |                  |  |  |  |
|                            |   |   |          |    |                           |         |                  |  |  |  |
|                            | Modern Quality Building   | RLP 1.02.B                                  |          |    |                           |         |                  |  |  |  |
|                            | Required ABOA/RSF   | RLP 1.02.A / 1364-16 Box 3<br>(43,700 ABOA) |          |    |                           |         |                  |  |  |  |
|                            | Space Offered On No More Than 2 Floors  | RLP 1.04.A                                  |          |    |                           |         |                  |  |  |  |
|                            | Column Spacing  | RLP 1.04.D                                  |          |    |                           |         |                  |  |  |  |
|                            | Efficiency of Layout  | RLP 1.04.C / 2.01                           |          |    |                           |         |                  |  |  |  |
| Technical Response         | No Co-tenancy With Living Quarters  | RLP 1.03.H                                  |          |    |                           |         |                  |  |  |  |
|                            | Loading Dock/Freight Elevator (If Required)   | RLP 1.04.M                                  |          |    |                           |         |                  |  |  |  |
|                            | Offered Space Compatible With VA's Intended Use                                     | RLP 1.04.Q                                  |          |    |                           |         |                  |  |  |  |
|                            | Building Design: Plans, Written Narratives, Design,<br>Calculations                 | RLP 3.02.C                                  |          |    |                           |         |                  |  |  |  |

# GSA Form 1217 Operating Expenses



| LESSOR'S ANNUAL (<br>Important - Read atta  | OMB Control Number: 3090-0086<br>Expiration Date: 11/30/2019 |   |                 |                            |  |  |  |
|---|--|---|-----------------|----------------------------|--|--|--|
| Paperwork Reduction Act Statement - This informatic<br>Paperwork Reduction Act of 1995. You do not need<br>control number. The OMB control number for this co<br>facts, and answer the questions. Send only commen<br>aspects of this collection of information to: U.S. Gen<br>Washington, DC 20405. | to answer thes<br>llection is 3090                           | se questions unless we di<br>3-0086. We estimate that | splay a valid ( | Office of Manageme         | nt and Budget (OMB)<br>tructions, gather the |  |  |
| Request for Lease Proposals (RLP)   | 2. Statement Da  | . Statement Date                                      |                 |                            |  |  |  |
|   |  |   |                 |                            |  |  |  |
| 3. Rental Area (Square Feet)  | 3A. Entire Bu  | ilding  |                 | 3B. Leased by Government   |  |  |  |
|   |  |   |                 |                            |  |  |  |
| 4. Building Name and Address (Number, Street, City, S   | tate, and Zip C  | Code)   |                 |                            |  |  |  |
|   |  |   |                 |                            |  |  |  |
| SECTION I - ESTIM   |  |   |                 |                            |  |  |  |
| FURNISHED BY  | LESSOR A   | S PART OF RENTA                                       | ANNUAL COS      |                            |  |  |  |
| SERVICES AND UTILITIES  |  |   |                 | FOR GOVERNMENT<br>USE ONLY |  |  |  |
| A CLEANING IANITOD AND/OD CHAR RETURNS  |  | (a) Entire Building                                   | (b) Govern      | ment-Leased Area           |  |  |  |
| A. CLEANING, JANITOR AND/OR CHAR SERVICE  |  |   |                 |                            |  |  |  |
| 5. Salaries   |  |   |                 |                            |  |  |  |
| Supplies (Wax, cleaners, cloths, etc.)  |  |   |                 |                            |  |  |  |
| Contract Services (Window washing, waste and a service)   | snow removal)  |   |                 |                            |  |  |  |
| B. HEATING  |  |   |                 |                            |  |  |  |
|   | 8. Salaries  |   |                 |                            |  |  |  |
| 9. Fuel ("X" one) Oil Gas Coal  | Electric   |   |                 |                            |  |  |  |
| 10. System Maintenance and Repair   |  |   |                 |                            |  |  |  |
| C. ELECTRICAL   |  |   |                 |                            |  |  |  |
| 11. Current for Light and Power   |  |   |                 |                            |  |  |  |
| 12. Replacement of Bulbs, Tires, Starters   |  |   |                 |                            |  |  |  |
| 13. Power for Special Equipment   |  |   |                 |                            |  |  |  |
| 14. System Maintenance and Repair (Ballasts, Fixto  | ıres, etc.)  |   |                 |                            |  |  |  |
| D. PLUMBING   |  |   |                 |                            |  |  |  |
| 15. Water (For all purposes) (Include Sewage Char   | ges)   |   |                 |                            |  |  |  |
| 16. Supplies (Soap, towels, tissues not in 6 above)   |  |   |                 |                            |  |  |  |
| 17. System Maintenance and Repair   |  |   |                 |                            |  |  |  |
| E. AIR CONDITIONING   |  |   |                 |                            |  |  |  |
| 18. Utilities (Include electricity, if not in C11)  |  |   |                 |                            |  |  |  |
| 19. System Maintenance and Repair   |  |   |                 |                            |  |  |  |
| F. ELEVATORS  |  |   |                 |                            |  |  |  |
| 20. Salaries (Operators, starters, etc.)  |  |   |                 |                            |  |  |  |
| 21. System Maintenance and Repair   |  |   |                 |                            |  |  |  |

Items below line 27 are built into the base rental rate.

|      |  |                   | ,                   |             |
|------|--|-------------------|---------------------|-------------|
| G. 1 | IISCELLANEOUS (To the extent not included on Page 1)   |                   |                     |             |
| 2    | 2. Building Engineer and/or Manager  |                   |                     |             |
|      | 3. Security (Watchperson, guards, not janitors)  |                   |                     |             |
| - 2  | Social Security Tax and Workperson's Compensation<br>Insurance   |                   |                     |             |
|      | 5. Lawn and Landscaping Maintenance  |                   |                     |             |
| - 2  | 6. Other (Explain on separate sheet)   |                   |                     |             |
| - 2  | 7. TOTAL   |                   |                     |             |
| _    | SECTION II - ESTIMATED ANNUAL COST   | OF OWNERSHIP E    | XCLUSIVE OF CAPITAL | CHARGES     |
| - 2  | 8. Real Estate Taxes   |                   |                     |             |
| - 2  | 9. Insurance (Hazard, Liability, etc.)   |                   |                     |             |
| - 3  | 0. Building Maintenance and Reserves for Replacement   |                   |                     |             |
| - 3  | 1. Lease Commission  |                   |                     |             |
| - 3  | 2. Management  |                   |                     |             |
| - ;  | 33. TOTAL  |                   |                     |             |
| and  | SOR'S CERTIFICATION - The amounts entered in Columns (a) (b) represent my best estimate as to the annual costs of ces, utilities, and ownership. | 34. Signature of: | Owner               | Legal Agent |
|      | TYPED NAME AND TITLE   | SI                | DATE                |             |
|      |  |                   | 34C.                |             |
| 34A. |  | 34B               |                     | 340.        |

Line 27 =
Total
Estimated
cost of
Services
& Utilities

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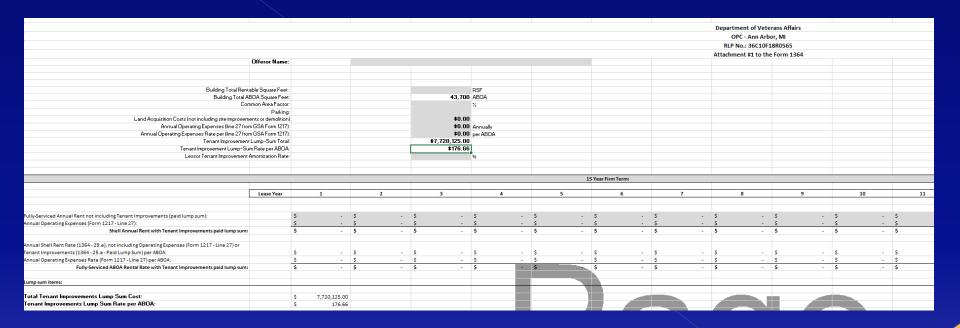
43

## GSA Form 1364

|  |   |  |   | o Request for L<br>P) Number→                          | Lease                                       | 36C10F18R0565  |  |                                     | DATED  | MM-DD-<br>YYYY  |  |  |  |  |
|--|---|--|---|--|---|--|--|-------------------------------------|--|---|--|--|--|--|
|  |   |  | SECTION   | NL- DES  | CRI   | PTION OF PRE   | MISES  |                                     |  |   |  |  |  |  |
| 1. BUILDING<br>DESCRIPTION                                       |   |  |   |  |   |  | b. Building Street Address  XXXXX  |                                     |  |   |  |  |  |  |
| c. City  |   |  |   |  |   | e. 9-Digit ZIP Code f. Congressional District  XXXXX-XXXX                          |  |                                     |  |   |  |  |  |  |
| 2a. FLOORS OFFI  | ERED  | 2b. TOTAL  |   | 3. TO  | 3. TOTAL RENTABLE SPACE IN OFFERED BUILDING |  |  |                                     |  |   |  |  |  |  |
|  |   | OF FLOORS IN BUILDING                                  |   | a. Gl  | ffice)                                      | AL PURPOSE   | b. WAREHOUSE<br>SF   |                                     | c. OTHER   |   |  |  |  |  |
| 4. LIVE FLOOR L  | OAD   | 5. MEASUI<br>METHO                                     | M   | EAR O  | F LAST<br>RENOVATION                        | 7. BUILDING AGE  |  | 8. SITE SIZE                        |  |   |  |  |  |  |
| Pounds   | per SF  | ☐ ANS  | _   |  | ,   |  |  | SF Acres                            |  |   |  |  |  |  |
|  |   |  | SECTION   | II - SPA   | CE (  | OFFERED AND  | RATES  |                                     |  |   |  |  |  |  |
| 9. ANSI/BOMA OFFICE AREA 10. RENTABLE S SQUARE FEET (ABOA) (RSF) |   |  |   |  | SQUARE FEET 11. COMMON AREA FACTOR (CAF)    |  |  |                                     |  |   |  |  |  |  |
| List. Building Spec<br>BSAC as stated in<br>accordingly. Any de  | ific Amortized Capital<br>Block 13, are to be in<br>sired rent increases o<br>SAC improvements ar | (BSAC) is the soluded in the soluded in the solutions. | sum of costs ide<br>shell rent. It is ex<br>eyond the firm te | entified as suc<br>xpected that the<br>rm of the lease | h in th<br>he ten<br>e shou                 | ne Security Unit Price L<br>ant buildout will be full<br>uld be reflected in the s | ding costs identified as te<br>List. Neither the Tenant<br>ly amortized at the end on<br>the shell rate and fully explaited<br>as part of this written | Improvof the fined as               | vements as stated<br>irm term, and the<br>part of this writter | in Block 12, nor the<br>rent will be reduced<br>a proposal. If Tenant |  |  |  |  |
|  |   |  |   |  |   |  | Number of years each cost per square foot is in effect. State any changes for any rent component.  |                                     |  |   |  |  |  |  |
|  |   |  | COSTS PER A   | b.<br>AMORTIZATION<br>TERM                             |   | c.<br>AMORTIZATION<br>INTEREST RATE<br>(%)   | d.<br>ANNUAL RENT<br>\$ PER RSF  | e.<br>ANNUAL RENT<br>\$ PER ABOA SF |  | f.<br>NUMBER YEARS<br>RATE IS<br>EFFECTIVE                            |  |  |  |  |
| 12. TENANT IMPR<br>(per RLP requi                                |   | \$ 7,720,  | 125.00  |  |   |  |  |                                     |  |   |  |  |  |  |
| 13. BSAC<br>(per RLP requi                                       | rements)  |  |   |  |   |  |  |                                     |  |   |  |  |  |  |
|  |   | I .  |   |  |   |  |  |                                     |  |   |  |  |  |  |

# Attachment No. 1 -GSA Form 1364A





## GSA Form 3516 Provisions



- 552.270-1 INSTRUCTIONS TO OFFERORS ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)
- (a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
  - Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, processals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages Offers must be:
- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.
  - (2) Late proposals and revisions
- (i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term 'working days' excludes weekends and U.S. Federal holidays.
- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.
- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

- (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
- (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

GSA FORM 3516 PAGE 2 (REV 04/15)



## Miscellaneous

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## Section 3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT

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 CO to facilitate the Government's determination in this regard.

## **Section 3.05 PROSPECTUS LEASE**

This RLP is subject to an approved Prospectus. The Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed rent limitation set forth in the Prospectus.

### **Section 5.01 OFF-SITE IMPROVEMENTS**

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

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## Miscellaneous



### Section 5.02 DUE DILIGENCE

The LESSOR acknowledges its duty to conduct reasonable site inspections for the proposed site. The LESSOR warrants that it has considered all factors which a prudent, experienced bidder customarily uses in making judgments about site conditions, quantity, quality and methods of performing the particular work... (PHASE 1 EA REQUIREMENT)

### Section 5.03 APPLICABLE LAW

Any provision in this Lease that purports to assign liability or require expenditure of funds to the Lessor shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C 601-613, Anti-Deficiency Act, 31 U.S.C. 1341, and the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

# Contract Requirements



- Fire Protection & Life Safety
- Fire Safety, Physical Security, Accessibility & Sustainability Standards
- Offered space must be zoned for VA's intended use, at the time of initial offer submittal. <u>Letter from AHJ substantiating compatible zoning</u>.
- Codes In accordance with Appendix D & Local Codes
- Construction Wage Rates Requirements Statute (Davis-Bacon Wages)
- Uniform Accessibility Standards (UFAS) and (ABAAS)

## Reminders



- Read all parts of the RLP in their entirety & respond accordingly.
- Audit/ensure compliance with Section 3.02. <u>Fully complete and include Offeror Proposal Compliance Matrix with proposal.</u>
- Initial EVERY page of the ENTIRE offer (insert a footer) <u>Electronic signatures are</u> <u>acceptable.</u>
- Ensure completeness AND consistency throughout proposal. Ensure all forms have been completed in their entirety (e.g. check all boxes) and do not recycle from past proposals.
- Make certain all documents that require signature have been signed by the authorized signatory for the Offering Entity.
- The Offering Entity must be registered in SAM and must be registered under the NAICS code for this procurement which is 531120. Must be consistent with completed "Offering Entity Acknowledgement Form".
- Provide completed 1364 & Attachment #1 for each lease term scenario.

## Reminders (cont.)



- Submittal of Phase I with initial offer
- Submittal of AHJ letters for life/safety services, utilities, zoning, etc.
- Structure and formatting follow the RLP
- Narrative substantiations provide adequate detail for all RLP requirements
- Eliminate discrepancies
  - Offering entity consistency
  - ➤ ABOA/RSF, parking, etc.
  - Price/Cost
  - Forms
- VA will not accept conditional offers. No contingencies nor changes to the RLP may be submitted

# Reminders (cont.)



- Evidence of Ownership & Evidence of Site Control (Section 3.06)
- Occupancy Date Project Management Plan. Comprehensive solution to deliver and mitigate risks (methodologies and actual techniques).
- Financial Resources. You MUST submit the required information. ALL financial information MUST be included in the Technical Proposal. Materials sent separately will not be considered. Additionally, submit a Financial Resources Plan (Narrative) addressing all relevant funding (e.g. near-term requirements, construction financing, permanent financing, etc.).

# Questions



