Copy and Paste the below link into your Chrome browser for instructions on enabling macros

|  |  |
| --- | --- |
| GSA REQUEST FOR LEASE PROPOSAL  NO. 36C248-18-  R-0881, NORTH CENTRAL, PUERTO RICO | Offers due by  10/10/2018  In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 2:00PM EST on the date above. See “Receipt Of Lease Proposals” herein for additional information. |
| This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.  *The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.* | GLOBAL RLP **GSA FORM R100 (10/16)** |

**INSTRUCTIONS FOR CREATING LEASE AND Request for Lease Proposals (RLP) DOCUMENTS**

All instructions for creating these DOCUMENTs are typed in blue “HIDDEN” text. you should work with The hidden text showing, EXCEPT when the finished document is being printed.

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE LEASE REFORM TEMPLATES ARE LOCATED ON THE NATIONAL OFFICE OF LEASING GOOGLE SITE.

TO reveal hidden text in the document—

1. **click** on the MSWord logo at the top of the computer screen (fAR LEFT).
2. **click** on “Word options” at the bottom of the screen.
3. **click** on “display” in the left-hand column of the screen.
4. IN THE RIGHT-hand COLUMN, UNDER “Always show these formatting marks on the screen,”—if there is no checkmark in the “hidden text” box—**click** on the “hidden text” box. **NOTE:** A checkmark will appear in the Box.
5. **Click** on “OK.” to close out the word options screen.

**TO turn off hidden text:** follow instructions (1) THRU (5), ABOVE. When you **click** on the “hidden text” box, the checkmark will disappear and the hidden text will not show on screen or in printed versions of the document.

**TO INPUT DATA:** If a paragraph has bold RED **X**s, a dollar sign ($) followed by UNDERSCORING, or empty UNDERSCORing (\_\_\_\_\_\_\_), **INPUT** the required informatioN and change font to black text prior to issuance.

**to delete and modify pARagraphs\***

All paragraphs are standardized and MANDATORY unless otherwise NOTEd IN the heading“**action required**,” “**optional**,” or “**note**.” if it is determined to **delete** a PARAGRAPH or sub-paragraph, take the following steps:

**To delete a paragraph—**

1. USING YOUR CURSOR, cAREFULLY **SELECT** the paragraph text. (**NOTE:** DO NOT select THE PARAGRAPH NUMBER.)
2. **CLICK ON** THE delete KEY to delete the text
3. you have a choice regarding the title. You may either strike through the title and add the words “intentionally deleted” after the stricken title, or you may delete the title and replace it with “intentionally deleted.” In either case, leave the paragraph number intact so the paragraph numbering will remain the same for the paragraphs that follow.
4. to strike through the title, USING YOUR CURSOR, cAREFULLY **SELECT** the paragraph title. (**NOTE**: DO NOT select THE paragraph NUMBER.) click on the “strikethrough” key (~~abc~~). then Place the cursor to the right of the struck-out paragraph title AND **type** “intentionally deleted.” **NOTE:** The text will be deleted and the paragraph number AND STRUCK-out TITLE will remain.

**example:** **2.05** **~~operating cost adjustment~~  intentionally deleted**

1. Alternately, you may delete the title altogether. USING YOUR CURSOR, cAREFULLY **SELECT** the paragraph title. overtype with the words “intentionally deleted.”

**example:** **2.05 intentionally deleted**

**To delete a sub-paragraph—**

1. USING YOUR CURSOR, cAREFULLY **SELECT** the sub-paragraph text. (**NOTE**: DO NOT select THE sub-paragraph NUMber, letter, or title, **if any**.) **delete** the text by CLICKING ON THE “DELETE” KEY.
2. change lettering or numbering as necessary.

**TO modify all or part of a paragraph—**

1. **GO TO** THE LAST SECTION OF THIS lease titled "Additional Terms and Conditions"
2. **Create** a list of “modified paragraphs” with the heading: “The following paragraphs have been modified in this Lease:”
3. **Select** and **COPY** the modified paragraph title and paragraph number.
4. **GO TO** THE END OF THE LAST paragraph AND **CLICK** ON YOUR MOUSE TO PLACE THE CURSOR BELOW THE LAST ENTRY).
5. **PASTE** THE TITLE YOU JUST COPIED.
6. **make your CHANGEs, ADDitions, DELETions**, ETC., to THE paragraph in its original location in the document.
7. **SAVE** YOUR CHANGES.

**to update the “table of contents” and “page references” when you are finished revising a document:**

1. **GO TO** and **click** in the table of contents.
2. **right click** TO VIEW DROP-DOWN WINDOW.
3. From the drop-down menu**, CLICK** ON “uPDATE FIELD.”
4. **CLICK** ON “UPDATE ENTIRE TABLE.” **NOTE:** tABLE WILL UPDATE ANY HEADINGS THAT WERE CHANGED DURING THE REVIEW. **NOTE:** yOU SHOULD VERIFY ONE OR TWO CHANGES TO confirm the TOC WAS UPDATED properly

\*The ABOVE practices will increase standardization and familiarity of the document for the practitioner by allowing consistent numbering throughout the document.

**To add SECURITY REQUIREMENTS**

* ATTACH THE APPROPRIATE DOCUMENT TITLED “SECURITY REQUIREMENTS” AFTER CONSULTING WITH fps and THE AGENCY TO DETERMINE THEIR SPECIFIC REQUIREMENTS USING THE APPROPRIATE facility SECURITY LEVEL (fsl) I, II, III, OR IV.
* note: for succeeding or superseding leases at the current location, the isc requirements are not required, but are recommended. The Leasing Specialist must consult with the tenant agency to determine the appropriate security countermeasures, if any.

TABLE OF CONTENTS

[GLOBAL RLP 1](#_Toc521506708)

[SECTION 1 STATEMENT OF REQUIREMENTS 1](#_Toc521506709)

[1.01 GENERAL INFORMATION (SEP 2015) 1](#_Toc521506710)

[1.02 AMOUNT and type of space, lease term, AND OCCUPANCY DATE (OCT 2016) 1](#_Toc521506711)

[1.03 area of consideration (JUN 2012) 2](#_Toc521506712)

[1.04 unique requirements (OCT 2016) 2](#_Toc521506713)

[1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2015) 2](#_Toc521506714)

[1.06 LIST OF RLP DOCUMENTS (OCT 2016) 3](#_Toc521506715)

[1.07 AMENDMENTS TO THE RLP (JUN 2012) 4](#_Toc521506716)

[1.08 LEASE DESCRIPTION (OCT 2016) 4](#_Toc521506717)

[1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) 5](#_Toc521506718)

[1.10 pricing of SECURITY requirements (OCT 2016) 5](#_Toc521506719)

[1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) INTENTIONALLY DELETED 6](#_Toc521506720)

[1.12 INSPECTION—RIGHT OF ENTRY (JUN 2012) 6](#_Toc521506721)

[1.13 AUTHORIZED REPRESENTATIVES (JUN 2012) 6](#_Toc521506722)

[1.14 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013) INTENTIONALLY DELETED 7](#_Toc521506723)

[SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 8](#_Toc521506724)

[2.01 Efficiency of Layout (Aug 2011) 8](#_Toc521506725)

[2.02 FLOOD PLAINS (JUN 2012) 8](#_Toc521506726)

[2.03 SEISMIC SAFETY – moderate seismicity (OCT 2016) 8](#_Toc521506727)

[2.04 SEISMIC SAFETY – high seismicity (SEP 2013) 9](#_Toc521506728)

[2.05 HISTORIC PREFERENCE (SEP 2013) 11](#_Toc521506729)

[2.06 ASBESTOS (JUN 2012) 13](#_Toc521506730)

[2.07 ACCESSIBILITY (SEP 2013) 13](#_Toc521506731)

[2.08 FIRE protection AND LIFE SAFETY (SEP 2013) 13](#_Toc521506732)

[2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016) INTENTIONALLY DELETED 13](#_Toc521506733)

[2.10 environmental considerations (SEP 2013) 13](#_Toc521506734)

[2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014) intentionally deleted 14](#_Toc521506735)

[2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016) intentionally deleted 14](#_Toc521506736)

[SECTION 3 HOW TO OFFER 15](#_Toc521506737)

[3.01 GENERAL INSTRUCTIONS (JUN 2012) 15](#_Toc521506738)

[3.02 RECEIPT OF Lease Proposals (SEP 2013) 15](#_Toc521506739)

[3.03 Pricing terms (OCT 2016) 16](#_Toc521506740)

[3.04 Budget Scorekeeping; Operating Lease TREATMENT (APR 2011) 17](#_Toc521506741)

[3.05 PROSPECTUS LEASE (OCT 2016) intentionally deleted 17](#_Toc521506742)

[3.06 ADDITIONAL SUBMITTALS (OCT 2016) 17](#_Toc521506743)

[3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015) 20](#_Toc521506744)

[3.08 turnkey pricing with design intent drawings prior to award (OCT 2016) INTENTIONALLY DELETED 20](#_Toc521506745)

[3.09 security improvements included in offer (OCT 2016) INTENTIONALLY DELETED 20](#_Toc521506746)

[3.10 Green building rating certification for tenant interiors (OCT 2016) intentionally deleted 20](#_Toc521506747)

[3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) INTENTIONALLY DELETED 20](#_Toc521506748)

[3.12 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) 20](#_Toc521506749)

[SECTION 4 METHOD OF AWARD 22](#_Toc521506750)

[4.01 NEGOTIATIONS (JUN 2012) 22](#_Toc521506751)

[4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015) 22](#_Toc521506752)

[4.03 AWARD BASED ON BEST VALUE AFTER EVALUATION 22](#_Toc521506753)

[4.04 OTHER AWARD FACTORS (JUN 2012) intentionally deleted 24](#_Toc521506754)

[4.05 PRESENT VALUE PRICE EVALUATION (OCT 2016) INTENTIONALLY DELETED 24](#_Toc521506755)

[SECTION 5 ADDITIONAL TERMS AND CONDITIONS 26](#_Toc521506756)

[5.01 ASBESTOS testing and SURVEY 26](#_Toc521506757)

**THE GLOBAL RLP and lease TEMPLATEs (GSA Form R100 and L100) REPLACE THE FOLLOWING lease model documents:**

* **GSA Forms R101b and L201b (STREAMLINED MODEL)**
* **GSA Forms R101c and l201c (STANDARD MODEL)**
* **GSA Forms R102 and L202 (SUCCEEDING/SUPERSEDING MODEL)**

**THE GLOBAL RLP TEMPLATE (R100) COMBINES LANGUAGE FROM THESE 3 MODELS INTO ONE DOCUMENT.**

**UNLIKE FORMER MODEL TEMPLATES, THIS GLOBAL TEMPLATE ALLOWS THE LS/LCO GREATER FLEXIBILITY TO CHOOSE AMONG PARAGRAPHS AND SUBPARAGRAPHS TO MEET THE REQUIREMENTS OF EACH INDIVIDUAL LEASE ACQUISITION.**

**FOLLOWING THE BLUE “HIDDEN” TEXT, THE LS/LCO SHALL SELECT THE APPROPRIATE PARAGRAPH AND/OR SUBPARAGRAPH TO ALLOW FOR such DIFFERENCES AS:**

* **tI PRICING: EITHER TURNKEY OR ALLOWANCE BASED**
* **method of award: communicating intent to seek either A sole source or cOMPETITIVE PROCUREMENT\***
* **TYPE OF DID DELIVERY SYSTEM (GOVERNMENT –PROVIDED, LESSOR PROVIDED, WORKSHOP, Pre-award)**
* **LEVEL OF BUILD-OUT REQUIRED**

**\*note: per leasing desk guide (LDG) chapter 5, there may be instances where disclosure of the government’s intent to secure a sole source lease would impose undue financial risk on the government. in these instances, the ls/lco should select paragraphs that imply competition.**

**All paragraphs are MANDATORY unless otherwise NOTEd IN the heading.**

ACTION REQUIRED: TYPE IN RLP NO. AND DATE. edit footers to include rlp no.

|  |  |
| --- | --- |
| **REQUEST FOR LEASE PROPOSALS NO.**  **36C248-18-R-0881** | **AUGUST 2018**  **GLOBAL RLP GSA FORM R100 (OCT 2016)** |
| STATEMENT OF REQUIREMENTS | |

## GENERAL INFORMATION (SEP 2015)

action required: THERE ARE TWO VERSION OF SUB-PARAGRAPH A.

version 1: CHOOSE THIS FIRST VERSION OF SUB-PARAGRAPH A FOR COMPETITIVE ACTIONS OR SOLE SOURCE ACTIONS WHERE IT HAS BEEN DETERMINED TO BE IN THE BEST INTEREST TO CONVEY THE APPEARANCE OF COMPETITION.

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.

version 2: CHOOSE THIS second VERSION OF SUB-PARAGRAPH A FOR non-competitive succeeding or superseding lease actionS at the current location.

***Hidden and deleted by GEE.***

==============================================================================================

B. Included in the RLP documents is a lease form (GSA Form L100) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled “Definitions and General Terms” shall apply to the terms of this RLP.

C. Do not attempt to complete the lease form (GSA Form L100). Upon selection for award, the VA will transcribe the successful Offeror’s final offered rent and other price data included on the GSA Form 1364 into the lease form, and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror’s proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

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

## AMOUNT and type of space, lease term, AND OCCUPANCY DATE (OCT 2016)

action required: there are 2 versions of sub-paragraph A.

version 1: choose this version for competitive actions or sole source actions for a new or new/replacing lease.

action required: leasing specialist to input the required ABOA SF range.

A. The Government is seeking a minimum of **17,590** Net Usable Square Feet (NUSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable NUSF standards.

version 2: choose this version for apparent sole source succeeding/superseding lease actions involving the current space.

action required: leasing specialist to input the required (current) ABOA SF.

***Hidden and deleted by GEE.***

==============================================================================================

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

action required: leasing specialist to input the required parking spaces.

C. The Government requires **0** structured/inside parking spaces and **85** surface/outside parking spaces, reserved for the exclusive use of the Government of which a Government approved number of handicapped accessible spaces with signage are provided in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS). These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

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

action required: SELECT THE APPROPRIATE SUB-PARAGRAPH E. mandatory sub-PARAGRAPH when VENDING FACILITIES WILL BE PROVIDED UNDER THE RANDOLPH-SHEPPARD ACT.

VERSION 1: This sub-PARAGRAPH is required in the rlp whenever the requirement 1) involves 100 or more occupants; or, 2) at least 15,000 RSF of space.

A Minimum of 250 ABOA SF must be offered to the blind. Contact the regional Concessions group for amount of space to be entered.

Exception information can be found at 20 USC § 107a(d) [34 CFR 395.31(f)]

note: for multi-tenant leases, concessions areas are classified as joint use and either gsa pbs or the lessor shall fund the alterations. please consult regional pricing point of contact for guidance on how to revise funding language below.

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

VERSION 2: This sub-PARAGRAPH is required in the rlp whenever the requirement 1) involves less than 100 occupants; AND, 2) under 15,000 RSF of space.

==============================================================================================

**action required:** Enter the term, firm term, termination notice period, and required renewal options. these terms and the terms stated in the Lease must be consistent.

**note**: if seeking firm term renewal options, include optional language (“firm”) and change from hidden blue to visible black text.

delete reference to renewal options, if not required.

F. The lease term shall be 20 Years, 15 Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than 90 days’ prior written notice. [optional firm ] The Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget Scorekeeping: Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term or option(s), an amendment to the RLP will be issued.

**action required:** insert anticipated lease term commencement date. for succeeding leases,The Lease commencement date should be the next day after the current Lease expires.

G. The Lease Term Commencement Date will be on or about **September 1, 2019,** or upon acceptance of the Space, whichever is later.

**ACTION REQUIRED**:

use this paragraph for competitive actions or sole source actions for a new or new/replacing lease. delete for sole source succeeding or superseding lease actions remaining at the current location.

**action required**: FILL IN THE DESIGNATED AREA OF CONSIDERATION (delineated area).

DELETE NORTH, SOUTH, EAST, WEST BOUNDARIES IF NOT USING. ATTACH EXHIBIT OR iNSERT .PDF OF MAP WITH BOUNDARIES IF AVAILABLE.

## area of consideration (JUN 2012)

The Government requests Space in an area bounded as follows:

North: Atlantic Coast Line

South: From boundary line between Camuy and Hatillo; and along the PR #2 until intersection with the PR #130; and along the PR #130 until intersection Calle 1; and along Calle 1 until intersection with the Calle Rev Ambrosio Padilla, Calle E and Calle Elena Delgado until intersection with the Calle B until intersection with PR #2; and to the east along PR #2 until intersection with the PR #22; and to the east along the PR #22 until intersection with PR #2; and to the east along the PR #2 up to the boundary line between Barceloneta and Manatí.

East: Boundary line between Barceloneta and Manti from the Atlantic Cost to PR #2

West: Up to the boundary between Camuy and Hatillo

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

**action required** – optional paragraph

agency special or specific requirements, program of requirements, etc. are usually included in section 7 of the lease portion of the RLP package, or included as a separate attachment.

use this unique requirements paragraph for features that a building or property must have to adequately accommodate the agency’s requirements (go/no-go CRITERIA.

examples include column spacing, floor location (e.g., “no below grade space will be considered,” space contiguity requirements, etc.

Not necessary if these criteria are addressed ELSEWHERE in the RLP package.

## unique requirements (OCT 2016)

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

1. Generator to provide emergency power to the entire facility; the generator system must have enough fuel capacity to power the building for up to one hundred and forty-four (144) hours. The lessor shall provide preventive maintenance for the emergency backup power system. Additionally, the system must be able to accommodate additional fueling in the event of a prolonged power outage/shortage. The Lessor will provide at least six (6) days of fuel for twenty-four (24) hours each day. **(Building Shell)**

B. Provide a potable water cistern with capacity to last ten (10) days. **(Building Shell)**

C. The building must be constructed to meet the most current jurisdictional structural and wind resistance codes. **(Building Shell)**

D. The entire building must be compatible for wireless internet connectivity. **(Building Shell)**

E. Provide 4’-0” x 6’-0” canopy over all exterior entrances to the building except for the main clinic front entrance, which has other requirements. Service entrance’s canopy shall accommodate delivery vehicle heights. **(Tenant Improvements)**

F.Provide a drive under canopy at the main clinic front entrance for patient drop off/pick up. Design of the covered walk shall be integrated with the building structure and architecture. Provide fixtures below canopies and covered walks where necessary to maintain illumination levels for exterior walkways. Underside of canopy shall be enclosed to prevent bird roosting – and shall be designed for high winds per code requirements. **(Tenant Improvements)**

G. The Lessor shall provide 3 flagpoles at a location to be approved by the Contracting Officer. Flagpoles must extend at least 35 feet above the ground and shall be equipped with rope and hardware for two flags each. The Government will provide the flags. This requirement will be waived if determined inappropriate by the Government. Exterior lighting (two each light fixture spaced a minimum of 20 feet apart, mounted on the building or at grade) shall be provided to illuminate the flags at night. Automatic switching for light fixtures shall be provided.Provide concrete pad (washed river-rock finish) minimum 150 sq’. Provide concrete pad (washed river-rock finish or similar as approved) minimum 150 sf. The concrete pad shall be connected to the building with a sidewalk. Foundation for flagpole shall be installed per manufacturer’s recommendations, as appropriate to the local geotechnical conditions. **(Tenant Improvements)**

H. Design adequate space for truck maneuverability and parking of facility equipment, including trash dumpsters. Provide wheel path diagram to support turning movements of facility parking equipment, delivery, and waste removal vehicles. **(Building Shell)**

I. Lessor shall develop and provide a complete exterior signage program to include identification, directional, informational, and regulatory signage. Signage must comply with local municipality’s codes and specifications. Careful consideration of the location of monument signs shall be taken to avoid sight triangle encroachment. Signage on site must comply with VA Signage Design Guide, Exterior Signage Parts I and II, located in Design Guide PG-18-17, Environmental Planning Guide, available on VA Technical Information Library. Signage not located on site shall comply with local municipality’s codes and standards, except for monument sign. At each roadway entrance to the site furnish and install a sign, nominal size 18” X 24” on square bronze post, that reads, ”NOTICE NO FIREARMS OR WEAPONS ALLOWED ON THIS PROPERTY 18 USC 930”, to include universal no weapons logo. Furnish and install on the building wall adjacent to each building entrance, two (2) signs. One sign, nominal size 12” X 18”, that states, “Firearms Prohibited Violation of VA Regulation 1.218 (b) (037) Penalty $500 Fine and Six Months Imprisonment”. The second sign, nominal size 24” X 6”, that states, “For Your Safety No Guns, Knives, or Other Weapons Allowed”, to include universal no weapons logo

Lessor shall provide ground mounted, illuminated, horizontal monument sign to identify the facilities main entrance. Lessor shall provide foundations and electrical power as necessary. Base shall be concrete or masonry and shall be compatible with building design and landscaping scheme. Monument sign shall be a minimum of 5’-0" high x 12’-0" wide. VA will furnish message layout, content, and colors for the monument sign. Graphic process shall be routed out copy backed with white, translucent acrylic.

Lessor shall provide illuminated wall mounted building identification signs of dimensional powder coated or anodized aluminum letters and numerals with VA logo. Letters and numerals shall be minimum 36 inches high. Logo shall be of design provided by VA and shall be 84 inches high. Sign messages shall be as follows:

Facility Name: **TBD** VA logo shall precede facility name.

Address sign shall consist of numerals for the building street address.

Wall mounted building signs shall be prominently located to be visible from street approach in accordance with VA-approved building elevations.

No weapons signs shall be provided as required for a government facility. (**Building Shell)**

action required:

Choose SUB-PARAGRAPH A, sub-paragraph B, both A and B, or delete altogether, depending upon the characteristics of the delineated area.

delete for sole source succeeding or superseding lease actions remaining at the current location.

as needed, substitute miles or feet for the distance variables in the paragraphs below. THese are standard measurements. city blocks vary in length and do not allow useful comparisons of distance.

leasE CONTRACTING OFFICER/LEASING spECIALIST MUST FILL IN THE parking VARIABLE, below, WITH A reasonable amount, in conformance with local market PRACTICE.

## NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2015)

A. Neighborhood and Parking: Inside City Center:

Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on‑site shall at least meet current local code requirements, or in the absence of a local code requirement, on‑site parking shall be available at a ratio of one (1) space for every **200** NUSF of Space.

B. Neighborhood and Parking: Outside City Center:

Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on‑site shall at least meet current local code requirements, or, in the absence of a local code requirement, on‑site parking shall be available at a ratio of one (1) space for every **200** NUSF of Space.

note: lease contracting officer/leasing specialist may amend the language in the following sub-paragraph, including the number of required instances of AMENITIES, based on an agency’s mission need and what amenities or services are available within the market.

note: The diverse use category table below was derived from leed® GUIDANCE.

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.

2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be near safely accessible amenities, such as inexpensive or moderately priced fast-food or eat-in restaurants and other Diverse Use Categories shown below:

|  |  |
| --- | --- |
| **Diverse Use Category** | **Uses** |
| Food Retail | Supermarket, Other food store with produce |
| Community-Serving Retail | Clothing store or department store selling clothes, Convenience store, Farmer’s market, Hardware store, Pharmacy, Other retail |
| Services | Bank, Gym, Health club, Exercise studio, Hair care, Laundry, Dry cleaner, Restaurant, Café, Diner (excluding establishments with only drive-throughs) |
| Civic and Community Facilities | Adult or senior care (licensed), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K–12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center |

To be considered, amenities must be accessible from the Building by continuous sidewalks, walkways, or pedestrian crosswalks. Amenities must be existing or the Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.

action required:

Choose one of the following 3 sub-paragraphs.

note: lease contracting officer/leasing specialist may delete this sub-paragraph entirely in markets where no public transportation is available, or where prohibited based on an agency’s mission need (e.g., ATF space where EXPLOSIVE material is stored or DOD space required to be by a black fiber optic line).

Note: the Lease contracting officer/leasing specialist may also revise the distances and trips stated within this sub-paragraph based on an agency’s WRITTEN JUSTIFICATION OF mission need or what type of public transportation is available within the market.

version 1: (subway, light rail, or bus rapid transit (BRT) service requirements)

Note: use where subway, light rail, or bRT service exists (regardless of whether or not public bus service, streetcar, or commuter rail exists).

note: this sub-paragraph reflects the optimum level of transit.

version 2: (bus or streetcar service requirements)

note: use where bus OR STREETCAR service exists and there is no subway, light rail, or brt service (regardless of whether or not commuter rail service exists).

Note: LCO may revise the number of bus or streetcar lines based on service availability in the market, after consultation with local officials or transit agency.

Note: this sub-paragraph reflects the second-most optimum level of transit.

D. Transit Accessibility: Stops for one or more public bus or streetcar lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building, as determined by the LCO. Transit service must be existing or the Offeror must demonstrate to the Government’s reasonable satisfaction that such transit service will exist by the Government’s required occupancy date.

version 3: (Commuter rail service requirements)

note: use where commuter rail service exists and there is no subway, light rail, brt, bus, or streetcar service.

note: a commuter rail system (e.g., Metro-North Railroad, metra, etc.) Operates as passenger trains over conventional railroad tracks. it can be electrically powered or operate in trains pulled by diesel locomotives Typically used by commuters traveling from suburbs to the Cba.

note: this sub-paragraph reflects the third-most optimum level of transit.

ACTION REQUIRED: The list of attachments is not comprehensive. Adjust the list as appropriate for the specific transaction.

for NBC projects, G-rex contains a template for the broker commission agreement. This template must be included as aN RLP attachment, and be included with the documents that comprise an offeror’s INITIAL offer.

Fill in appropriate security level (I-IV).

FOR TI TURNKEY PRICING, LCO MAY REQUIRE OFFERORS TO FILL OUT TENANT IMPROVEMENT UNIT PRICE LIST.

Note: exhibits should be labeled with sequential letters

the LCO may decide it is more suitable to incorporate some extensive or sensitive documents by reference, for example, the courts design guide

see seismic paragraph instructions to deteRmine whether seismic submittals are required.

Note: for turnkey pricing, the attached requirements must be agency specific requirements (ASR)

## LIST OF RLP DOCUMENTS (OCT 2016)

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

|  |  |  |
| --- | --- | --- |
| **Document Name** | **No. of Pages** | **Exhibit** |
| GSA Lease Form L100 | 53 | A |
| GSA Form 3516, Solicitation Provisions | 5 | B |
| GSA Form 3517B, General Clauses | 46 | C |
| GSA Form 1364, Proposal to Lease Space | 3 | D |
| GSA Form 1217, Lessor's Annual Cost Statement | 2 | E |
| GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property) | 2 | F |
| GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements) | 7 | G |
| ***Hidden and deleted by GEE.***  Agency’s Special Requirements [FOR FSL II ONLY] | 3 | H |
| Security Requirements | 9 | I |
| Pest Control Services Statement of Work | 11 | J |
| Janitorial Services Statement of Work | 36 | K |
| VA OIT Telecommunications Closet, Cabling Requirements and Telephone/Data System | 5 | L |
| Master Format TICS Table (for TI Costs) | Excel | M |
| Past Performance Questionnaire | 4 | N |
| Construction Documents Requirements | 2 | O |
| VA Space Program for Design | 2 | P |
| Seismic Offer Forms | 8 | Q |
| Sample Equipment & Furniture Plan | 1 | R |
| Sample Functional Space Plan | 1 | S |
| Room Finish Schedule | 1 | T |

## 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.

## LEASE DESCRIPTION (OCT 2016)

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

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.

2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.

3. Building Shell standards and requirements.

4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.

5. Security Requirements.

6. A description of all services to be provided by the Lessor.

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

ACTION REQUIRED: there are three versions of sub-paragraph d.

version 1: choose the first version OF D for ti ALLOWANCE pricing.

Note: if seeking offers that are not fully-serviced, revise reference to “fully serviced lease” under first sentence, as macro will not change this text.

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version 2: choose thE second version for ti TURNKEY pricing; DIDS PREPARED BY LESSOR **AFTER** AWARD.

Note: if seeking offers that are not fully-serviced, revise reference to “fully serviced lease” under first sentence, as macro will not change this text.

D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, operating costs, real estate taxes, and security upgrades**.** Shell upgrades include, but are not limited to facades, roofed drop-off area, facades upgrade, public corridors, mechanical rooms, stairs, ramps and elevators as required to access areas that are not level with the main floor. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum NUSF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor shall design and build the TIs and will be compensated for the negotiated TI costs with a lump sum payment upon the Government’s acceptance of the tenant improvements. 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.

Version 3: choose the third version for ti turnkey pricing, dids PREPARED BY OFFERORS PRIOR TO AWARD.

Note: if seeking offers that are not fully-serviced, revise reference to “fully serviced lease” under first sentence, as macro will not change this text.

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E. INTENTIONALLY DELETED.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence.

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

## 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.

## pricing of SECURITY requirements (OCT 2016)

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

ACTION REQUIRED: SELECT THE APPROPRIATE SUB-PARAGRAPH B. USE THE PARAGRAPH TITLED VERSION 1 FOR FSL I AND II (FIXED BSAC TURNKEY PRICING BEFORE AWARD). USE THE PARAGRAPH TITLED VERSION 2 FOR FSL III AND IV (BSAC PRICING BASED ON PLACEHOLDER DOLLAR ESTIMATE; ACTUAL PRICING AFTER AWARD).

VERSION 1: (FOR FSL I AND II): FIXED BSAC TURNKEY PRICING BEFORE AWARD

action required: for fsl i only, keep first sentence of sub-paragraph b and delete the remainder of sub-paragraph b, which discusses the security unit price list. for fsl ii, keep all of sub-paragraph b.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space.

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VERSION 2: (FOR FSL III AND IV): BSAC PRICING BASED ON PLACEHOLDER DOLLAR ESTIMATE; ACTUAL PRICING AFTER AWARD

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

**ACTION REQUIRED**: use for competitive actions.. delete for sole source leases.

## ~~SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)~~ INTENTIONALLY DELETED

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**ACTION REQUIRED**: use for competitive actions or sole source actions FOR a new OR NEW/REPLACING LEASE. delete for sole source succeeding or superseding leases at current location.

**note**: DURING THE MARKET SURVEY, THE LCO MUST INQUIRE AS TO THE PREVIOUS USE(S) OF THE PROPERTY. IF THE PREVIOUS USE OF THE PROPERTY WAS OTHER THAN TYPICAL GENERAL USE (OFFICE) SPACE, (FOR EXAMPLE, WAREHOUSE, LABORATORY, INDUSTRIAL FACILITY, LAUNDRY FACILITY, DRY CLEANER, GAS STATION, OR CONTAINED FUELING PUMPS, ETC.), THE LCO MUST CONSULT WITH THE REGIONAL ENVIRONMENTAL PROFESSIONAL AND legal COUNSEL TO DETERMINE IF THE OFFERED SPACE POSES ANy ENVIRONMENTAL RISK TO THE GOVERNMENT.

## INSPECTION—RIGHT OF ENTRY (JUN 2012)

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.

2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.

3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.

4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

5. Inspecting the built-up roofing to ensure that the built-up roof system is appropriate to withstand the onslaught of a Category 5 hurricane.

6. The Lessor shall assist VA in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required. These may include, but are not limited to, noise and vibration testing, water and air quality sampling, water, and air sampling for pathogens, Legionella cultures and copper/silver analysis, radon testing, mold testing, Facility Condition Assessments of building systems and equipment, etc. Work may be performed by independent consultants, or VA personnel.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror’s failure to inspect for or correct a hazardous condition.

**ACTION REQUIRED**: insert information for lco and alternate government contact.

## 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:**

Cathy Donovan, Lease Contracting Officer

Network Contracting Office 8, Bldg. 2, Room 322, 10,000 Bay Pines Blvd.

Bay Pines, Florida 33744

727-399-3328 Office

727-299-6716 Fax

[catherine.donovan@va.gov](mailto:catherine.donovan@va.gov)

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

**Alternate Government Contact:**

Elvis Soler, Lease Team Supervisor

813-979-3636 Office

813-240-7999 Cell

elvis.soler@va.gov

ACTION REQUIRED: INCLUDE THIS PARAGRAPH ONLY IF THE BROKER CONTRACT WAS USED. otherwise, delete.

## ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013)~~ INTENTIONALLY DELETED

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|  |
| --- |
| ELIGIBILITY AND PREFERENCES FOR AWARD |

**ACTION REQUIRED**: use for competitive actions or sole source actions for a new or new/replacing lease. delete for sole source succeeding or superseding leases at current location.

## Efficiency of Layout (Aug 2011)

1. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
2. To demonstrate potential for efficient layout, the VA may request the Offeror to provide a test fit layout at the Offeror’s expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the NUSF offered, if it does not exceed the maximum NUSF in this RLP offer package. If the Offeror is already providing the maximum NUSF and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

**ACTION REQUIRED**: use for competitive actions or sole source actions for a new or new/replacing lease. delete for sole source succeeding or superseding leases at current location. Note: removal of this paragraph does not remove the requirement to obtain a floodplain check.

**ACTION REQUIRED:** paragraph defaults to a “base” standard of “100-year” flood-plain designation. Use default unless agency determines this to be a critical action. If a critical action, use 500-year instead.

## FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP.  If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

The following are exempt from the Seismic Standards and all seismic leasing paragraphs, and the attachments can be deleted:

* The lease is for less than five (5) years,
* The lease is for building structures that are intended only for incidental human occupancy (occupied by People for two hours or less per day),
* Detached one- and two-family dwellings located where SDS < 0.4 g.   
  (check with the regional seismic engineer to determine the seismicity of the delineated area), or
* The delineated area is in the Green Area (low and very low seismicity) in the seismic leasing requirements map
* (see below for map and Additional instructions).



The above map designates the leasing seismic areas.

locate the delineated area on the Seismic Leasing Requirements Map, which is available at [www.gsa.gov/portal/content/101286](http://www.gsa.gov/portal/content/101286). If it is clearly in the Green, yellow, or red areas, follow the instructions below. If the location is close to a border of two areas, cONTACT the regional SEISMIC engineer for assistance with determining which area the building is located in.

GREEN AREA

if the delineated area lies in an area of low and very low seismicity, the project is exempt from the requirements of RP 8.

action required: DELETE the following paragraphs FROM THE RLP:

* SEISMIC SAFETY FOR EXISTING CONSTRUCTION – moderate seismicity
* SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH seismicity

DO NOT ATTACH the offer form package, seismic requirements, TO THE RLP/LEASE OFFER PACKAGE.

YELLOW AREA

if the delineated area lies in an area of moderate seismicity, the project is Subject to the requirements of RP 8. The one exception is THAT A building containing less than 10,000 ABOA SF rented by the Government IS exempt. Because the Federal Government, including GSA, agencies with delegated authority, or agencies with statutory authority, may have other ongoing procurements or existing leases in the delineated area, Offerors must represent that, if awarded this lease, the OFFERED building wILL have LESS THAN 10,000 ABOA SF of space leased to the Federal Government. this is covered in the Moderate seismicity paragraph, sub-paragraph B.1.

action required:

include in the rlp:

* SEISMIC SAFETY FOR EXISTING CONSTRUCTION – moderate seismicity

DELETE FROM THE RLP:

* SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH seismicity

action required: ATTACH the offer form package, seismic requirements, TO THE RLP/LEASE OFFER PACKAGE:

RED AREA

if the delineated area lies in an area of high and very high seismicity, the project is subject to the requirements of RP 8. the one exCEPTION IS THAT A one-story building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the building IS EXEMPT. this is covered in the high seismicity paragraph, SUB-Paragraph B.1.

action required: DELETE the following FROM THE RLP:

* SEISMIC SAFETY FOR EXISTING CONSTRUCTION – moderate seismicity

include in the rlp:

* SEISMIC SAFETY FOR EXISTING CONSTRUCTION – HIGH seismicity

action required: ATTACH the offer form package, seismic requirements, TO THE RLP/LEASE OFFER PACKAGE:

## SEISMIC SAFETY – moderate seismicity (OCT 2016)

1. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this RLP. See Exhibit Q for Seismic Offer Forms to be included with offer.
2. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
3. The offer includes a representation that the Building will have less than 10,000 NUSF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
4. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
5. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
6. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
7. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
8. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
9. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
10. **Definitions.** For the purpose of this paragraph:

* “ASCE/SEI 31” means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://www.pubs.asce.org>.
* “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://www.pubs.asce.org>.
* “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
* Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
* “RP 8” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*,” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from <http://www.wbdg.org/ccb/NIST/nist_gcr11_917_12.pdf>
* “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
* “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
* “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
* “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
* “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

## SEISMIC SAFETY – high seismicity (SEP 2013)

1. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards must not be considered. If none of the offers is in compliance with the Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this RLP.
2. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
3. The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 NUSF of space in the Building (Seismic Form D).
4. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
5. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
6. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
7. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
8. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
9. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. **Definitions.** For the purpose of this paragraph:

* “ASCE/SEI 31” means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://www.pubs.asce.org>.
* “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://www.pubs.asce.org>.
* “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
* Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
* “RP 8” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*,” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from <http://www.wbdg.org/ccb/NIST/nist_gcr11_917_12.pdf>
* “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
* “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
* “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
* “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
* “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

ACTION REQUIRED: use for competitive actions.

MAY BE DELETED under any of the following circumstances:

1) MARKET SURVEY INDICATES THAT SPACE IS NOT AVAILABLE IN HISTORIC properties or districts as described below

2) procuring space in rural areas (see fmr part 102-83)

3) sole source lease actions

## HISTORIC PREFERENCE (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

Historic Properties within Historic Districts.

Non-historic developed sites and non-historic undeveloped sites within Historic Districts.

Historic Properties outside of Historic Districts.

B. Definitions:

Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).

National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual NUSF present value cost to the Government, to Historic Properties as follows:

First to suitable Historic Properties within Historic Districts, a 10 percent price preference.

If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual NUSF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.

2. A non-historic developed or undeveloped site within a Historic District.

3. A Historic Property outside of a Historic District.

***Hidden and deleted by GEE.***

## ASBESTOS (JUN 2012)

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

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

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

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

## 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.

## FIRE protection AND LIFE SAFETY (SEP 2013)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

## ~~ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)~~ INTENTIONALLY DELETED

**ACTION REQUIRED**: use for competitive actions or sole source actions for a new or new/replacing lease. delete for sole source succeeding or superseding leases at current location.

**ACTION REQUIRED:** THE LEASING SPECIALIST MUST CONSULT WITH REGIONAL ENVIRONMENTAL PROFESSIONALS AND legal COUNSEL REGARDING ENVIRONMENTAL RISKS OR LIABILITY WHEN THERE IS REASON TO BE CONCERNED ABOUT THE PREVIOUS USE OF THE PROPERTY. SOME PROBLEMATIC PRIOR USES INCLUDE GAS STATIONS OR THE PAST OR PRESENT PRESENCE OF FUELING PUMPS, INDUSTRIAL FACILITIES (E.G., MANUFACTURING PLANTS, MANUFACTURERS) WAREHOUSES STORING HAZARDOUS ITEMS OR ITEMS WITH HAZARDOUS CONTENTS, DRY CLEANERS, LAUNDRIES, AND LABORATORIES.

## environmental considerations (SEP 2013)

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

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

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

~~INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL ENVIRONMENTAL QUALITY ADVISOR OR THE REGIONAL NEPA EXPERT. APPLICABLE SITUATIONS INCLUDE:~~

* ~~OFFERS INVOLVING NEW CONSTRUCTION OR GROUND DISTURBING ACTIVITY (THIS REFERS TO EXCAVATION AND DOES NOT INCLUDE BUILDING MAINTENANCE ACTIVITIES SUCH AS LANDSCAPING).~~
* ~~SUBSTANTIAL CHANGE IN BUILDING USE THAT WOULD AFFECT NEIGHBORHOOD TRAFFIC PATTERNS.~~
* ~~PRIOR USE OF SPACE WAS NOT GENERAL PURPOSE OFFICE-TYPE OCCUPANCY AND THERE WAS A POTENTIAL FOR THE PRESENCE OF HAZARDOUS SUBSTANCES.~~

~~OTHERWISE, DELETE.~~

## ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)~~ intentionally deleted

~~INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL HISTORIC PRESERVATION OFFICER, WHEN ANTICIPATING OFFERS THAT COULD EITHER AFFECT HISTORIC PROPERTIES (FOR EXAMPLE, ANY LEASE IN A HISTORIC BUILDING or district) OR INVOLVE GROUND DISTURBING ACTIVITY (FOR EXAMPLE, EXCAVATION). OTHERWISE, DELETE.~~

## ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016)~~ intentionally deleted

|  |
| --- |
| HOW TO OFFER |

## GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

ACTioN REQUIRED: ENTER APPROPRIATE INFORMATION below, including time and time zone. must match cover page.

## RECEIPT OF Lease Proposals (SEP 2013)

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

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

1. No later than **2:00 PM EST** on the following date at the following designated office and address:

|  |  |
| --- | --- |
| Date: October 10, 2018 |  |
| Office: Network Contracting Office 8 |  |
| Address: Bldg. 2, Room 322, 10000 Bay Pines Blvd.  Bay Pines, Florida 33744 |  |

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

|  |  |
| --- | --- |
| Date: October 10, 2018 |  |
| Email: [catherine.donovan@va.gov](mailto:catherine.donovan@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 transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

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

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

Note: if seeking offers that are not fully-serviced, revise references to “fully serviced lease rate” under sub-paragraphs b.1 and b.6, as macro will not change this text.

## Pricing terms (OCT 2016)

Offeror shall provide the following pricing information with its offer:

1. GSA Form 1217, Lessor’s Annual Cost Statement. (See Exhibit E.) Complete all sections of the 1217.
2. GSA Form 1364, Proposal to Lease Space. (See Exhibit D.) Complete all sections of the 1364, including, but not limited to:

1. A fully serviced Lease rate (gross rate) per NUSF and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor’s expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of Tis), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the NUSF Space offered as required in this RLP.
3. The annual cost per NUSF and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor’s Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for NUSF and RSF, respectively.
4. INTENTIONALLY DELETED.
5. INTENTIONALLY DELETED.
6. A fully serviced Lease rate per NUSF and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs.
7. INTENTIONALLY DELETED.
8. Adjustment for Vacant Leased Premises. **Note:** Refer to the Lease document for additional guidance.

**ACTION REQUIRED**: ONLY INCLUDE SUB-PARAGRAPH BELOW CONCERNING BUILD OUT FEES WHEN CHOOSING TI ALLOWANCE PRICING. DELETE FOR TI TURNKEY PRICING.

1. INTENTIONALLY DELETED Deleted by GEE.
2. Rent concessio
3. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
4. INTENTIONALLY DELETED Deleted by GEE.
5. Rent concessio

ACTION REQUIRED: include sub-paragraph c for fsl II (FIXED BSAC TURNKEY PRICING BEFORE AWARD). otherwise, delete for fsl I, III and IV.

1. INTENTIONALLY DELETED Deleted by GEE.

**ACTioN REQUIRED**: include sub-paragraph d for ti turnkey pricing with post-award dids. otherwise, delete.

1. Master Format TICS Table showing the buildout cost proposal with division breakouts and detailed costs and quantities proposed by Offeror. See Attachment K.

ACTION REQUIRED: for broker projects, G-REX contains a template for the broker commission agreement. This template must be included as aN RLP attachment, and be included with the documents that comprise an offeror’s INITIAL offer.

1. INTENTIONALLY DELETED Deleted by GEE.

## Budget Scorekeeping; Operating Lease TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government’s determination in this regard.

~~ACTION REQUIRED: Either Choose one of Two sub-paragraphs A and delete the other, or, if there is no pending or approved prospectus and you believe offers will not exceed the prospectus threshold, you may delete the entire paragraph.~~

## ~~PROSPECTUS LEASE (OCT 2016~~) intentionally deleted

If this project has a pending or approved prospectus, use the first sub-paragraph A and delete the second

## ADDITIONAL SUBMITTALS (OCT 2016)

Offeror shall also submit with its offer the following:

1. GSA Form 3516, Solicitation Provisions (see Exhibit B).
2. GSA Form 3517B, General Clauses (see Exhibit C).
3. GSA Form 3518-SAM, Addendum to System for Award Management (SAM), Representations and Certifications (Acquisitions of Leasehold Interests in Real Property), see Exhibit F. Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.
4. Special OIT Requirements, initialed by Offeror (see Exhibit L).
5. Security Requirements, initialed by Offeror (see Exhibit I).
6. Past Performance Evaluations (three separate evaluations from previous or current tenants emailed or mailed directly to Contracting Officer). See Exhibit N.
7. Seismic Offer Forms, completed by Offeror (see Exhibit Q).
8. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity’s behalf.
9. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
10. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror’s plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.

**Note**: Agreements such as ground leases or those to acquire an interest in the property should be reviewed by regional counsel

1. 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.

**ACTION REQUIRED**: use for competitive actions or sole source actions for a new or new/replacing lease. delete for sole source succeeding or superseding leases at current location.

1. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.

**ACTION REQUIRED**: use for competitive actions. delete for sole source lease actions.

1. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at www.nps.gov/nr.

**ACTION REQUIRED**: use for competitive actions. delete for sole source lease actions.

1. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
2. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to final proposal revisions. This registration service is free of charge.
3. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.3 below.
4. FPLS Submittal Information
   1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable). See Attachment G.
   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. 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.
5. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in I.1.a through I.1.d above.
6. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit the FPLS Submittal Information listed in I.1 above.
7. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5” wide x 3” high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the “Real Estate Tax Adjustment” paragraph of the Lease.

**ACTION REQUIRED**: use for competitive actions or sole source actions involving a new location. delete for sole source succeeding or superseding leases at current location.

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

**ACTION REQUIRED**: may be deleted for sole source succeeding or superseding leases at current location.

1. The complete and professionally sealed documents for modernization, if the offered Building is not a modern office Building.
2. An asbestos management plan, if the offered Building contains asbestos-containing materials.
3. Concept plan for response time to address problem issues with building infrastructure (air conditioning, heat, electric, ventilation, lighting, etc.) The Lessor shall be responsible for ensuring that the HVAC system is fully operational at all times and capable of providing cooling on a 24/7 basis to maintain, as a minimum, 75 degrees Fahrenheit and 60% max relative humidity temperatures. See Attachment H.
4. First generation plans scaled at a minimum of 1/8" = 1'‑0" (preferred) shall be submitted for review and consideration and meet N.1 through N.5 noted below.
5. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
6. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD‑ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
7. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
8. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi‑tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
9. The VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, the VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the NUSF Space. The required corridors may or may not be defined by ceiling‑high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the NUSF for the lease award. Additional egress corridors required by the tenant agency’s design intent drawings will not be deducted from the NUSF that the most efficient corridor pattern would have yielded.
10. As provided in the “Amount and Type of Space, Lease Term, and Occupancy Date” paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

**ACTION REQUIRED**: use for competitive actions or sole source actions for a new or new/replacing lease. delete for sole source succeeding or superseding leases at current location.

action required: must use when using the neighborhood, parking, location amenities, and public transportation paragraph in the statement of requirements section of this RLP.

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

ACTION REQUIRED: the next sub-paragraph is mandatory WHEN A NEWLY CONSTRUCTED BUILDING OF 10,000 RSF AND ABOVE IS THE ONLY SOLUTION THAT WILL MEET THE Client agency’s NEEDS and existing buildings are not competing. OTHERWISE, DELETE.

**ACTION REQUIRED**: prior to issuing the rlp, consult with client agency to determine which GREEN BUILDING RATING SYSTEM FOR NEW CONSTRUCTION to use -- EITHER LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED®-NC) silver level or GREEN GLOBES® FOR NEW CONSTRUCTION Two Green Globes level.

THERE ARE 2 VERSIONS OF SUB-PARAGRAPH S. choice must be consistent within rlp and lease documents.

**VERSION 1**: CHOOSE THIS VERSION IF LEED® FOR NEW CONSTRUCTION IS SELECTED.

1. INTENTIONALLY DELETED.

**VERSION 2**: CHOOSE THIS VERSION IF GREEN GLOBES® (GG®-NC) FOR NEW CONSTRUCTION IS SELECTED.

ACTION REQUIRED: optional sub-paragraph, To be included when client Agencies Request Use of LEED® for Interior design and construction (LEED®-Id+c), or GREEN GLOBES® FOR sustainable interiors (Green globes® SI).

**ACTION REQUIRED**: prior to issuing the rlp, consult with the client AGENCY to determine which GREEN BUILDING RATING SYSTEM FOR TENANT INTERIORs to use -- EITHER LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR INTERIOR DESIGN and CONSTRUCTION (LEED®-iD+C) at the certified level, at minimum, or GREEN GLOBES® FOR SUSTAINABLE INTERIORS (GG®-SI) at the One Green Globes level, at minimum.

**Note**: delete both versions if not applicable.

THERE ARE 2 VERSIONS OF SUB-PARAGRAPH T. choice must be CONSISTENT within rlp and lease documents.

**VERSION 1**: CHOOSE THIS VERSION IF LEED® FOR INTERIOR DESIGN & CONSTRUCTION IS SELECTED.

1. INTENTIONALLY DELETED.

**VERSION 2**: CHOOSE THIS VERSION IF GREEN GLOBES ® FOR SUSTAINABLE INTERIORS IS SELECTED.

**ACTION REQUIRED**: use when including seismic paragraphs under section 2 ( seismic safety- moderate seismicity or seismic safety – high seismicity). otherwise, delete.

INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL ENVIRONMENTAL QUALITY ADVISOR OR THE REGIONAL NEPA EXPERT. APPLICABLE SITUATIONS INCLUDE:

* OFFERS INVOLVING NEW CONSTRUCTION OR GROUND DISTURBING ACTIVITY (THIS REFERS TO EXCAVATION AND DOES NOT INCLUDE BUILDING MAINTENANCE ACTIVITIES SUCH AS LANDSCAPING).
* SUBSTANTIAL CHANGE IN BUILDING USE THAT WOULD AFFECT NEIGHBORHOOD TRAFFIC PATTERNS.
* PRIOR USE OF SPACE WAS NOT GENERAL PURPOSE OFFICE-TYPE OCCUPANCY AND THERE WAS A POTENTIAL FOR THE PRESENCE OF HAZARDOUS SUBSTANCES.

OTHERWISE, DELETE.

TO BE USED IN CONJUNCTION WITH RLP PARAGRAPH “DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP.”

1. INTENTIONALLY DELETED.

INCLUDE THE FOLLOWING SUB-PARAGRAPH, IN CONSULTATION WITH THE REGIONAL HISTORIC PRESERVATION OFFICER, WHEN ANTICIPATING OFFERS THAT COULD EITHER AFFECT HISTORIC PROPERTIES (FOR EXAMPLE, ANY LEASE IN A HISTORIC BUILDING or district) OR INVOLVE GROUND DISTURBING ACTIVITY (FOR EXAMPLE, EXCAVATION). OTHERWISE, DELETE.

TO BE USED IN CONJUNCTION WITH RLP PARAGRAPH “NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP.”

1. INTENTIONALLY DELETED.

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

EE. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government’s requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property’s hydrology.

**ACTION REQUIRED**: INCLUDE THE FOLLOWING SUB-PARAGRAPH IF CONSIDERING LEASES WHICH ARE NET OF UTILITIES. OTHERWISE, DELETE.

FF. INTENTIONALLY DELETED Deleted by GEE.

Deleted by GEE.

## TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)

ACTION REQUIRED: Choose one of the four VERSIONS OF sub-paragraphs “A” and delete the otherS. The first two options reflects ti allowance pricing. the second two options reflect ti turnkey pricing.

allowance options (versions 1 and 2):

version 1: USE THIS first version of SUB-PARAGRAPH A FOR MOST INSTANCES INVOLVING TI ALLOWANCE PRICING.

*Hidden and deleted by GEE.*

version 2: Use the second version of sub-paragraph A only in a competitive lease action where the current lessor is expected to submit an offer and the agency requires a significantly lower level of buildout than what would be required at a new location. an agency may elect to apply a TI amount less thaN their full entitlement for their current existing leased space. ThE REDUCED TI ALLOWANCE must be agreed to and confirmed with the agency IN AN OCCUPANCY AGREEMENT prior to the issuance of the RLP. If this is the case, the different TI Rates to be used must be disclosed to all Offerors and clearly noted in this RLP. once agreed to, the agency cannot ask for the remainder of their original TI entitlement.

For further clarification of this option, please consult pricing Policy.

***Hidden and deleted by GEE.***

turnkey options (versions 3 and 4):

version 3: USE THIS third version of SUB-PARAGRAPH A FOR TURNKEY TI PRICING in a succeeding or superseding lease requiring minimal ti (e.g. paint and/or carpet refresh)

version 4: USE THIS fourth version of SUB-PARAGRAPH A FOR TURNKEY TI PRICING that exceeds minimal TI buildout (beyond paint and carpet refresh).

A. A. TENANT IMPROVEMENT ALLOWANCE PRICING:

The TI Allowance is **$167.21 per NUSF** (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

=============================================================================================

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

action required:

use for ti turnkey pricing when GSA AND agency develop DIDs with each offeror prior to award. THIS is suitable when Agency program requirements are simple and well defined and there are no more than one or two offerors. Unusual requirements or complex build outs may not be well suited to this type of approach.

Agency participation—the tenant agency must agree at the beginning of the procurement to devote necessary resources for review and approval of pre-award DIDs during a concentrated time frame.

## ~~turnkey pricing with design intent drawings prior to award (OCT 2016)~~ INTENTIONALLY DELETED

***Hidden and deleted by GEE.***

ACTION REQUIRED: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) III OR IV, WHICH REQUIRES OFFERORS TO DETERMINE BSAC RENT BASED UPON AN ESTIMATED DOLLAR AMOUNT SUPPLIED BY THE GOVERNMENT. otherwise, DELETE FOR FSL I AND II.

action required: there are 2 versions of sub-paragraph A

note: amortized ti and bsac may not exceed the high end of the market. if the inclusion of the bsac AMOUNT is anticipated to push the rent above the high end of the market, reduce the bsac figure below and obtain an rwa for the difference.

note: for succeeding or superseding leases at the current location, the isc requirements are not required, but are recommended. The Leasing Specialist must consult with the tenant agency to determine the appropriate security countermeasures, if any.

## ~~security improvements included in offer (OCT 2016)~~ INTENTIONALLY DELETED

version 1: USE THIS first version of SUB-PARAGRAPH A when requiring all offerors to use same bsac amount in preparing their offer.

ACTION REQUIRED: LEASING SPECIALIST MUST ENTER THE BSAC AMOUNT PRIOR TO ISSUING THE RLP. FOR FSL III, INSERT $25.00 PER ABOA SF. FOR FSL IV, INSERT $35.00 PER ABOA SF. these numbers are estimated based on the fsl.

***Hidden and deleted by GEE.***

~~ACTION REQUIRED: USE this paragraph only FOR Agencies RequestING Use of LEED® for interior design and construction (leed®-ID+C) or green globes® for sustainable interiors (GG® SI). for all other procurements, delete paragraph.~~

## ~~Green building rating certification for tenant interiors (OCT 2016)~~ intentionally deleted

THERE ARE 2 VERSIONS OF this paragraph. choice must be consistent within rlp and lease documents.

**VERSION 1**: CHOOSE THIS VERSION IF LEED® FOR INTERIOR DESIGN and CONSTRUCTION IS SELECTED.

~~action required: Use this paragraph for fully-serviced leases (the preferred method), and delete the paragraph that follows. If you use this paragraph and delete the paragraph that follows, also delete the paragraph “UTILITIES SEPARATE FROM RENTAL” in the lease.~~

## ~~OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)~~ INTENTIONALLY DELETED

action required: use this paragraph if the space is not fully serviced (net of utilities) and delete the preceding paragraph. If you use this paragraph and delete the preceding paragraph, also delete the paragraph “utilities” in the lease.

Note: If including this paragraph, adjust the list of required submittals to include the required information below.

## UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)

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

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

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| --- |
| METHOD OF AWARD |

**ACTION REQUIRED**: THERE ARE 2 VERSIONS OF THIS PARAGRAPH. choose the APPROPRIATE NEGOTIATIONS paragraph below.

## NEGOTIATIONS (JUN 2012)

VERSION 1: use thIS first version for competitive actions.

***Hidden and deleted by GEE.***

VERSION 2: USE THIS 2ND VERSION FOR SOLE SOURCE ACTIONS.

Negotiations may be conducted on behalf of the Government by the Department of Veterans Affairs (VA) LCO or designated representative. When negotiations are conducted, the VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

**ACTION REQUIRED**: use for competitive actions. delete for sole source actions.

## HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)

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

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

ACTION REQUIRED:

use this paragraph if contract award will be based on price alone. if used, DELETE THE BELOW PArAGRAPHs: “OTHER AWARD FACTORS,” “Factor Descriptions,” “Factor Minimum Standards,” Factor Submittal Requirements,” and “Documentation Requirements.”

delete for sole source lease actions.

## AWARD BASED ON BEST VALUE AFTER EVALUATION

1. The Government intends to award a lease resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. The Lease will be awarded to the Offeror whose offer will be most advantageous to the Government per GSAR 570.304(d)(1), as prescribed in FAR 15.101-1.

ACTION REQUIRED: choose among the following: “significantly more important than price” OR “approximately equal in importance to price” or “significantly less important than price.”

1. The combination of factors below, when combined, are more important than cost or price.
2. The following award factors will be considered:

ACTION REQUIRED:

use THE FOLLOWING FIVE paragraphS if contract award will be based on price and other award factors. if used, DELETE THE above PArAGRAPH “AWARD BASED ON PRICE.”

delete for sole source lease actions.

Note: the lco must work with the client agency to determine the source selection CRITERIA, ranking, weight, and minimum requirements.

**I. Technical Rating**

**Sub-Factor I:  Quality and Location of Offered Space: (Section 1.02 B, and Section 1.04 of RLP)**

Describe in a narrative and or visual manner how your building can meet or exceed these minimum requirements.

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 Lease Contracting Officer (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. A circuitous route through an unsightly neighborhood is undesirable. Location of the maintenance-type areas (trash, delivery, or service) is preferred at the rear of the building and away from the VA clinic main entrance.

B.   A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable 2,640 feet of the employee entrance of the offered Building, as determined by the LCO.  Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable 5,280 feet of the employee entrance of the offered Building, as determined by the LCO. (Amenities must be existing or the Offeror must demonstrate to the Government’s reasonable satisfaction that such amenities will exist by the Government’s required occupancy date.) Provide an area map depicting the properties relationship to adjoining roads, amenities, site adjacencies, and public transportation.

C.    Preference will be given to those sites that are in close proximity to emergency services and a hospital facility.

1. Preference will be given to those sites that are close in proximity to a major highway and/or highway

interchanges.

1. Preference will be given to those sites that are within 5,280 feet of public transportation.

**Sub-Factor II:  Quality of Building:**

A.    Submit in accordance with the directions in 2.08. Fire protection, Egress and Life Safety: building meets regulations for means of egress and Fire Alarms.

B. Preference will be given to sites which most closely represent VA’s space program to obtain maximum design functionality and adjacencies based on the Clinic’s desired layout, have the greatest capacity for design flexibility, have no structural elements that constrain design and which have the capacity to deliver more than the minimum amount of space.

C.    Preference will be given to those sites that are dedicated exclusively to the VA (not required to share space).

**Sub-Factor III: Additional Submittals (Sections 1.02, 2.01, 2.06, 2.07, and 3.06 in the RLP)**

**The following will be submitted in accordance with the directions in the subsections listed below:**

A.     RLP Section 1.02, paragraph C:  Provide a plan and short narrative to explain how the Offeror will meet the parking requirements, including a site plan depicting ingress and egress from the building and site, landscaping, parking layout, and other site amenities.

B.     RLP Section 2.01, paragraph B:  Provide first generation plans scaled at a minimum of 1/8" for review and consideration (RLP Section 3.06, Additional Submittals, S.1 through S.5).

C.    RLP Section 2.06, paragraph D: 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.

D.     RLP Section 2.07, paragraphs A & B:  Verify that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or provide a plan to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements prior to acceptance of the Space.

E.     RLP Section 3.06, paragraph T:  Provide a concept plan for Lessor’s response time to address problem issues with building infrastructure (air conditioning, heat, electric, ventilation, lighting, etc.) See Attachment H.

**II. Past Performance**

Past performance, information will be obtained through the questionnaires tailored for this acquisition. Send out at least 3 (three) performance questionnaires to lessor of relevancy to include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming. See Attachment L for questionnaire.

**III. Date of Occupancy**

Occupancy is required on or before **September 1, 2019**. The Government will evaluate all proposed occupancy dates. Lessors shall provide the number of days after Lease is awarded that the space shall be available for occupancy.

**IV. Price**

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 LCO 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.

***Hidden and deleted by GEE.***

**Action REQUIRED** – REGIONAL PROJECT TEAM TO DEFINE THE descriptions for EACH FACTOR.

THE QUALIFICATIONS MENTIONED IN THIS PARAGRAPH ARE TO BE TAILORED TO THE EXACT EVALUATION FACTORS.

TO BE USED IN CONJUNCTION WITH “OTHER AWARD FACTORS” PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.

## ~~OTHER AWARD FACTORS (JUN 2012)~~ intentionally deleted

ACTION REQUIRED:

use THE FOLLOWING FIVE paragraphS if contract award will be based on price and other award factors. if used, DELETE THE above PArAGRAPH “AWARD BASED ON PRICE.”

delete for sole source lease actions.

Note: the lco must work with the client agency to determine the source selection CRITERIA, ranking, weight, and minimum requirements.

**~~Action REQUIRED~~** ~~– REGIONAL PROJECT TEAM TO DEFINE THE descriptions for EACH FACTOR.~~

~~THE QUALIFICATIONS MENTIONED IN THIS PARAGRAPH ARE TO BE TAILORED TO THE EXACT EVALUATION FACTORS.~~

~~TO BE USED IN CONJUNCTION WITH “OTHER AWARD FACTORS” PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.~~

**~~Action REQUIRED~~** ~~– REGIONAL PROJECT TEAM TO DEFINE THE Documentation REQUIREMENTS.~~

~~EXAMPLE – LCO CAN SPECIFY NUMBER OF PAGES ALLOWED UNDER ANY FACTOR, font size and font type, whether separate price and technical proposal packages are required; format (paper, electronic, CDs, DVD) number of copies, etc.~~

~~TO BE USED IN CONJUNCTION WITH “OTHER AWARD FACTORS” PARAGRAPH; DELETE IF AWARD IS BASED ON PRICE ALONE.~~

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**~~ACTION REQUIRED~~**~~: use for competitive actions. delete for sole source actions.~~

## ~~PRESENT VALUE PRICE EVALUATION (OCT 2016)~~ INTENTIONALLY DELETED

**4.06 AWARD (OCT 2016)**

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

Lease No. VA248-18-L-XXXX and any associated Lease amendments.

GSA Form 3517B, General Clauses.

GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).

The pertinent provisions of the offer.

ACTION REQUIRED: there are 2 versions of sub-paragraph 5.

version 1: choose this version (floor plans) for all actions, except THOSE using ti turnkey pricing with dids PREPARED BY OFFERORS PRIOR TO AWARD.

Floor plans of the offered Space.

version 2: choose this version (approved dids) for actions using ti turnkey pricing with dids PREPARED BY OFFERORS PRIOR TO AWARD.

***Hidden and deleted by GEE.***

1. 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.

include additional RLP requirements, MODIFIED paragraph NUMBERS, or ADDITIONAL information in section 5, below.

|  |
| --- |
| ADDITIONAL TERMS AND CONDITIONS |

## ASBESTOS testing and SURVEY

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. Any testing of questionable materials shall be at expense of Lessor.  
  
Lessor shall provide a current (within the past 12 months) NESHAP (National Emissions Standard for Hazardous Air Pollutants) asbestos survey performed in order to determine the presence and condition of Asbestos-Containing Materials (ACM) prior to VA occupancy.

The VA shall have the exclusive right to determine the acceptability of the survey(s) submitted and whether or not to accept the lease based on the results of the asbestos survey. Survey results identifying undamaged ACM, i.e., asbestos containing flooring or other asbestos containing materials in undamaged condition may be acceptable in tenant accessible areas. Tenant accessible areas are identified as those areas within the premises that are immediately accessible by VA patients or employees during the performance of their mission and do not include interstitial or mechanical areas under controlled access by the Lessor. Such areas shall be clearly labeled with appropriate signage identifying ACM exposure hazard. Areas not accessible to the tenant or areas containing inaccessible ACM shall be included in a control management program.

If the presence of ACM is identified in the tenant accessible areas of the leased premises, the Lessor shall have an annual NESHAP re-inspection asbestos survey performed to ensure ACM is maintain in an acceptable condition. In addition, any ACM present in the space shall be managed under an asbestos operations and management program (O & M) in conformance to CFR 40 Part 763.93. The O & M program shall remain in full force and effect during the term of the lease. A copy of the management program shall be provided to the Contracting Officer and shall be included in the terms and conditions of the lease.

The successful offeror shall provide results of the asbestos survey to the Contracting Officer prior to the Government’s acceptance of the space and VA occupancy. For leases involving new construction, the VA may waive the asbestos survey requirement if the Lessor provides an Architects Certification of asbestos free construction or shall provide results of asbestos survey prior to acceptance of space. Lessor shall certify the new construction as asbestos free.

**ACTION REQUIRED**: Mandatory paragraph if paragraphs have been modified. list all modified RLP paragraphs below. otherwise, delete.

note: do not list deleted PARAGRAPHS (deleted paragraphs are identified using a different protocol).

for further guidance, see “INSTRUCTIONS for creating lease and request for lease proposals (rlp) documents” which can be found before the table of contents.