

VA REQUEST FOR
LEASE PROPOSALS
NO. 36C25018R0349
YOUNGSTOWN, OHIO -
CBOC

**Offers due by
November 08, 2018**

To be considered for award, offers conforming to the requirements of the RLP shall be received no later than **1:00PM LOCAL TIME** 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 (10/17)**

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REQUEST FOR LEASE PROPOSALS NO. 36C25018R0349

10/4/2018
GLOBAL RLP GSA FORM R100 (OCT 2017)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SEP 2015)

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

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, 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.

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

A. The Government seeks to lease approximately **30,000** net usable square feet (NUSF), not to exceed **40,500** rentable square feet of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable NUSF standards.

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

Note: VA will consider space located in an existing building as well as new construction or a building being constructed for multi-tenant use and not specifically a build-to-suit for VA use only. A build-to-suit or a building being constructed for VA's use only, may be considered. Space Offered that may disrupt or interfere with current VA use or VA Patient Services may not be considered.

C. The Government requires **250** structured/outside parking spaces, **10** reserved for handicap. All parking spaces shall be reserved for the exclusive use of the VA. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall provide a secured, fenced parking with a motorized gate for **15** Government vehicles. Offeror shall include the cost of this parking as part of the rental consideration. Parking spaces shall be paved striped and maintained.

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

E. Approximately **250** NUSF SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be up to 20 years, inclusive of all options. The Offeror must submit price proposals for each of the following scenarios:

Alternative A) 20-year firm term;

Alternative B) 15-year firm term, with one 5-year option, and

Alternative C) 10-year firm term, with one 10-year option.

The LCO reserves the right to award a lease based on any alternate lease term listed above, and may select the number of option years, in the best interest of the Government. For instance, the CO could elect to award a 20-year firm term, a 15-year firm term, a 15-year firm term with one 5-year option, a 10-year firm term with one 10-year option. All the terms and conditions contained herein shall prevail throughout the term of the lease, including all renewal options. The Offeror is advised that it must submit pricing for all alternates listed above to be considered responsive. An Offeror submitting different or fewer pricing alternates may be rejected as non-responsive by the Lease Contracting Officer.

G. The Lease Term Commencement Date will be on or about **10-01-2019**, or upon acceptance of the Space, whichever is later, but not later than **12/01/2019**.

1.03 AREA OF CONSIDERATION (JUN 2012)

The Government Requests Space in an area bounded as follows:

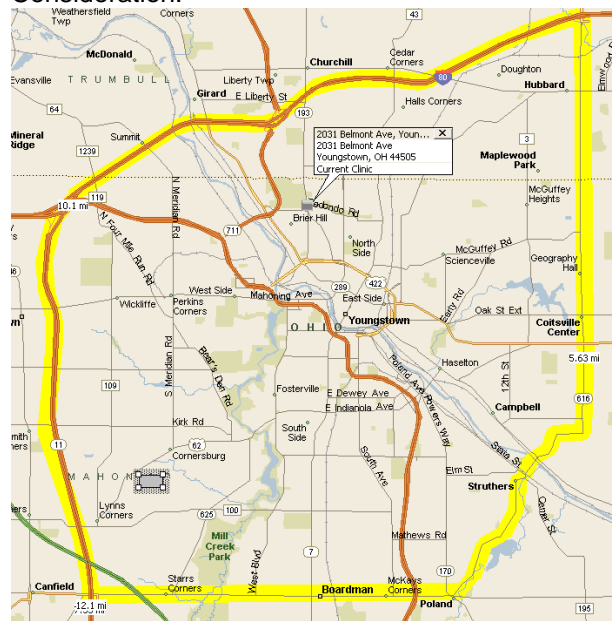
North: Interstate 80

South: Route 224

East: Route 11

West: Route 616

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



1.04 UNIQUE REQUIREMENTS (OCT 2016)

- A. Offered space must be located on the 1st floor.
- B. Bifurcated sites, inclusive of parking, are not permissible.
- C. The following space configurations will not be considered: Space with atriums or other areas interrupting contiguous space, extremely long or narrow runs of space (more than twice as long as wide), irregularly shaped space configurations or other unusual building features adversely affecting usage.
- D. Column size cannot exceed two (2) feet square and space between columns and/or walls cannot be less than twenty (20') feet.
- E. Offered space cannot be in the FEMA 100-year flood plain.
- F. Offered space must be zoned for VA's intended use.
- G. Offered space will not be considered if located in close proximity to property with incompatible uses, including but not limited to the following uses: liquor establishments, treatment centers, correctional facilities, where firearms are sold/discharged, railroad tracks, or within flight paths.
- H. Space will not be considered where apartment space or other living quarters are located within the same building.
- I. Offered space must be located within 2 miles to amenities including but not limited to restaurants, hotels, pharmacy, and shopping.
- J. Offered space must be located within 5 miles or less to a hospital or stand-alone emergency room center and a fire department.
- K. Offered space must be within walking distance to public transportation. A commuter rail, light rail, or bus stop shall be located within the immediate vicinity of the building.
- L. Offered space must be within 1 mile of a major intersection to provide multiple routes of travel.
- M. Loading dock and freight elevator required. Parking lot must be able to accommodate deliveries by trucks with trailers.
- N. Structured parking under the space is not permissible.
- O. Offered space must meet Federal and Local Government requirements for fire safety, physical security, accessibility, seismic, and sustainability standards per the terms of the solicitation for offers or request for proposals.
- P. A fully serviced lease may be required.
- Q. Offered space must be compatible for VA's intended use.

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

A. Neighborhood and Parking:

Space shall be located 1) in an office, research, 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 Government requires **250** structured/outside parking spaces, **10** reserved for handicap. All parking spaces shall be reserved for the exclusive use of the VA. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall provide a secured, fenced parking with a motorized gate for **15 Government vehicles**. Offeror shall include the cost of this parking as part of the rental consideration. Parking spaces shall be paved and striped and maintained.

B. 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 within safely accessible, walkable 2,640-foot distance of at least **seven (7)** instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining **five (5)** instances must fall within at least 2 of the Diverse Use Categories shown below:

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

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.

C. Transit Accessibility: Stops for two 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 safely accessible, walkable 2,640 feet from the principal functional entrance of the Building, as determined by the LCO. Stops for commuter bus service may meet this requirement. Combined, the bus

or streetcar stops must provide at least **2 (two)** trips per weekday or trip headways (time between each vehicle) of no less than **120** minutes during business hours. Qualifying transit routes must have paired route service (service in opposite directions during all posted service times) during business hours. Only trips in one direction are counted towards the threshold. If a qualifying transit route has multiple stops within the required walking distance, only trips from one stop are counted towards the threshold. 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.

1.06 LIST OF RLP DOCUMENTS (OCT 2017)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 36C25018L0105 (Form L100)	65	A
Agency Specific Requirements (security, special Items for the entire clinic, low voltage for clinic & Ol&T requirements, legionella mitigation, security guard services, janitorial services, specific requirements by functional area, finish legend, zenith security system integration requirement)	157	B
FSC Level II Security Requirements and Price List	8	C
GSA Form 3516, Solicitation Provisions	5	D
GSA Form 3517B, General Clauses	15	E
GSA Form 1364 Proposal to Lease Space	3	F
Attachment #1 to GSA Form 1364	4	G
VA Form 10091 – VA-FSC Vendor File Request Form	2	H
GSA Form 1217, Lessor's Annual Cost Statement, rev 11/2016	3	I
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)	6	J
GSA Form 527 - Contractor's Qualifications & Financial Information	6	K
SF330 - Architect-Engineer Qualifications	14	L
DOL Wage Determination	5	M
Conceptual Drawing	1	N
Tenant Improvements Cost Summary TICS (Build Out)	Excel	O
Door Schedule	4	P
Past Performance Survey Form	3	Q
Operation and Maintenance Plan	8	R
Program for Design – Room Listing	14	S
Certification of Building Energy Performance	1	T
Pre-Proposal Meeting Registration	1	U
VA Handbook 6500 – VA Rules of Behavior	9	V
VA Handbook 6500.6 – Information Security Program	5	W
Offerors Acknowledgement Form	1	X
Offeror's Compliance Matrix	4	Y

***NOTE: A PRE-PROPOSAL CONFERENCE SHALL BE HELD WITHIN 7 DAYS AFTER RELEASE OF RLP. THE CONFERENCE SHALL BE HELD VIRTUALLY.**

The VA is planning a pre-proposal conference during which potential offerors may obtain a better understanding of the VA's requirements. Offerors are encouraged to submit all questions in writing at least 5 days prior to conference. Questions will be considered at any time prior to or during the conference; however, offerors shall confirm verbal questions in writing. An amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be posted on FBO or disseminated.

The Government assumes no responsibility for any expense incurred by an offeror prior to award. Offerors are cautioned that, notwithstanding any remarks of clarifications given at the conference, all terms and conditions of the solicitation remains unchanged unless they are changed by amendment to

the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offerors to seek clarification prior to submitting an offer.

1.07 AMENDMENTS TO THE RLP (JUN 2012)

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

1.08 LEASE DESCRIPTION (OCT 2016)

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

B. The Lease contemplated by this RLP includes:

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

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

D. The Lease contemplated by this RLP is a fully serviced Lease with rent that covers all Lessor costs including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor 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 TI costs based upon pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be 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.

Offerors are required to prepare Design Intent Drawings (DIDs) prior to Lease Award at no cost to the Government. See Paragraph TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD for further details.

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

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

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

1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS

(OCT 2016)

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

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

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

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

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

1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

1.12 INSPECTION—RIGHT OF ENTRY (JUN 2012)

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

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

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

1.13 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

Lease LCO:

Lee Grant
8888 Keystone Crossing, Suite 1100
Indianapolis, IN 46240
OFF: 317-988-1520
Lee.Grant@va.gov

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

Alternate Government LCO Contact:

Christopher Bennett
2780 Airport Drive, Suite 340
Columbus, OH 43219
OFF: 614-388-7220
Christopher.Bennett3@va.gov

1.14 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013) INTENTIONALLY DELETED

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

- A. The North American Industry Classification System (NAICS) code for this acquisition is 531120.
- B. The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- C. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

1.16 DUNS NUMBER (OCT 2017)

An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

A. To be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. Swing space or space offered that requires disrupting patient care or services, and/or phasing of the buildout/TI, will not be considered.

B. To demonstrate potential for efficient layout, Offeror shall provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

Note: The Space shall be designed in accordance to the VA PACT layout as outlined in the VA's conceptual drawings. Team rooms shall be located to support collaboration of medical staff and be surrounded by patient care rooms. It shall allow the care to be brought to the Veteran in lieu of the Veteran being moved from room to room or clinic to clinic. Providers will come to a universal examination room to treat the patient. The PACT design layout is best suited in a space with wide column spacing and non-bearing interior walls. It is optimal that corridors be arranged to provide on stage and off-stage space for providers to move about from room to room without entering a patient corridor. This eliminates cross traffic and allows for uninterrupted movement to serve a patient. Provider support spaces should also be on the offstage side of the floor plan.

2.02 FLOOD PLAINS (OCT 2017)

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

In addition, a Lease will not be awarded for any offered Property adjacent to 100-year floodplain, where such an adjacency would, as determined by the LCO, in his or her sole discretion, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

2.03 SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2017) INTENTIONALLY DELETED

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

2.05 HISTORIC PREFERENCE (SEP 2013) INTENTIONALLY DELETED

2.06 ASBESTOS (JUN 2012)

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the

area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

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

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

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

2.07 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or

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

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

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

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

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost-effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also

have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at <https://www.energystar.gov/>.

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGYSTAR® Label are provided at: (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification>) (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at <https://www.energystar.gov/>. The ENERGY STAR® Building Upgrade Manual: (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator

(<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

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

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

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

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

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

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

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

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

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

Environmental Due Diligence

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.

2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

B. National Environmental Policy Act

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its

own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision-making process and, to that end, the Government's obligations may, and in some cases, will be augmented by the Offerors as described in greater detail in the RLP.

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.

6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS RLP (OCT 2016)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (i.e., buildings and historic districts) and below-grade (i.e., archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA Qualifications Standards for Preservation Architects. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

2.13 CULTURAL RESOURCES STUDY (VA JUL 2018)

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

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

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

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

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

1. What is the likelihood that any district, site, building, structure, object, landscape, or landform wholly or partly within the study area may be eligible for the National Register of Historic Places?

2. What is the likelihood that other kinds of cultural resources (e.g. significant local sociocultural groups or activities, religious practices, cultural institutions, documents, artifacts, etc.) exist or occur in the study area?
3. If such eligible properties or other cultural resources are likely to exist in the study area, what likely effect would construction of the Project have on them?
4. What recommendations do you have for further study or other actions, if any, including minimizing or mitigating any potentially negative impacts?

2.14 PROJECT MANAGEMENT PLAN & SCHEDULE

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

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

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

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offer must be received at the location stated below, no later than 1:00 PM EST on November 8, 2018.

Offerors are responsible for submitting initial questions by 1:00 PM, October 16, 2018. All questions must reference the associated section of the RLP and emailed to Lee Grant at LEE.GRANT@VA.GOV and Christopher Bennett at CHRISTOPHER.BENNETT@VA.GOV. A virtual Pre-Proposal Conference is scheduled to be held on October 12, 2018. Offerors interested in attending are required to pre-register by submitting a completed registration table (see list of RLP documents) to Lee Grant at LEE.GRANT@VA.GOV and Christopher Bennett at CHRISTOPHER.BENNETT@VA.GOV no later than 1:00 PM EST, October 10, 2018.

Proposals submitted by United States mail shall be submitted to the VA at the below address in two (2) separate Volumes. Offers shall be properly signed, initialed, converted to pdf file and indexed with bookmarks, and submitted on compact discs. Each compact disc shall be marked appropriately as follows: Volume 1 – Technical Proposal and Volume 2 – Price Proposal. The technical proposal shall not contain any pricing information. Offerors shall submit six (6) copy (Compact Discs) of Volume 1 – Technical Proposal, one (2) compact disc of Volume 2 – Price Proposal to the address stated below.

FedEx, UPS, or Hand Delivered:

Department of Veterans Affairs
Network Contracting Office (NCO) 10
Attn: Lee Grant
8888 Keystone Crossing, Suite 1100
Indianapolis, IN 46240

Offers shall consist of the following documents, organized as set forth in this subsection. To the extent items are missing, the Contracting Officer may determine the proposal to be non-responsive and therefore excluded from the competition, at the sole discretion of the Contracting Officer. Items must be provided in the order set forth below, and each of the bullet points below in all volumes should be treated as a bookmarked chapter with relevant information contained therein.

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

		North American Industry Classification System (NAICS) code
		VETBIZ Printout: To be considered as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (HTTP://WWW.VETBIZ.GOV). Provide proof of verification with offer
		Conditional Commitment of Funds
		Operating Agreement: Must define individual authorized to represent the entity, which aligns with Offering Entity Acknowledgment Form
1	Technical Response	Building Design: Plans, written narratives, design concept, calculations, mechanical and electrical systems, and energy efficiency of the proposed building
		Building Drawings: All applicable drawings to include floor plan, adjacencies and existing ABOA and rentable square footage of proposed space
		Site Plans: Site plan depicting the property boundaries, building, landscaping, parking, ingress/egress and pedestrian circulation
		Project Management Plan
		Schedule
		Detailed Operations and Maintenance Plan
		Building Operating Plan
		Additional Submittals: Any additional applicable technical submittal requirements which are listed in Sections 1.06 and 3.06 of the RLP
1	Site Information	Green Globes Scoresheet & Sustainability Approach Narrative
		FEMA Map: FEMA map, clearly illustrating the specific site location, and evidencing that the property lies outside the 100-year floodplain
		Location Map: Location on map, demonstrating the building or land lies within the delineated area
		Public Transportation: Narrative and map describing proximity of the building or land to the nearest bus and/or train stop, and major transportation routes
		Adjacent Uses: Description of the uses of adjacent property(ies)
		Ownership/Control: Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign and lease documents and ability to meet the minimum site requirements (addressed to and signed by Offering Entity)
		Current Title: A current title report for each property or properties being offered which should include a chain of title including all deeds referenced in the chain of title (current within 60 days). Copies of all instruments associated with the title commitment, which created rights, interests or encumbrances on the proposed easement property, and disclose the names of each person with the interest in the property

		Zoning: A letter/letters from the AHJ providing evidence of current zoning of the property/properties being offered at time of initial proposal submission that the property/properties as zoned meets VA's intended use Utilities & Emergency Services: A letter/letters from the local Authority Having Jurisdiction (AHJ) and/or local utilities indicating that there are adequate public services - fire, police, emergency services – serving the subject property to support VA's proposed use Phase I: Phase I Environmental Site Assessment & any additional site due diligence Cultural Resources Study: Provide required information per RLP Section 2.13.
1	Past Performance	Past Performance List Key Personnel Resumes
1	Teaming Information	Organizational Chart: Organizational Chart Illustrating Key Personnel and Major Subcontractors Teaming Agreements: Fully-executed Teaming Agreements with Architect/Engineering firm and General Contracting firm Small Business Subcontracting Plan (requirement for large businesses offerors) A/E Firm Experience Narrative Design Team Key Personnel Experience SF-330 A/E State Licensure: Proof of Architect/Engineering firm's state license GC Experience Narrative GC Key Personnel Resumes GSA Form 527 GC State Licensure: Proof of General Contracting firm's state license
1	Forms (Completed/Initialed/Signed)	VA Handbook 6500 (Appendix D) – VA Rules of Behavior VA Handbook 6500.6 – Information Security Program GSA Form 3516 – Solicitation Provisions GSA Form 3517B – General Clauses/Modified General Clauses GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3.06J for applicable requirements) Certification of Building Energy Performance Contractor Confidentiality Certificate
1	RLP Documents (Initialed/Signed)	RLP RLP Amendments (if any) RLP Clarifications (if any) Lease No. 36C25018L0105 (Form L201) Exhibit B – Agency Specific Requirements Exhibit C – FSC Level II Security Price List Exhibit N – Concept Layout and Floor Plan Exhibit S – Program for Design Exhibit M – DOL Wage Determination Youngstown, OH Wage Determination – Labor Standards Provision

		County Wage Determination – Offeror to provide County-specific Wage Determination
Volume	Header	Required Document/Response
2	Pricing Forms	Offering Entity Acknowledgement Form
		GSA Form 1364 – Proposal to Lease Space
		Attachment No. 1 to GSA Form 1364 NOTE: Offerors shall provide Attachment No. 1 to GSA Form 1364 in the native Excel format, as well as PDF format
		GSA Form 1217 – Lessor's Annual Cost Statement
		Form VA 10091 – VA-FSC Vendor File Request Form

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.

3.03 PRICING TERMS (OCT 2017)

Offeror shall provide the following pricing information with its offer:

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

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

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building

size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.

4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.
6. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.
7. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
8. INTENTIONALLY DELETED
9. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

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

D. TI Unit Price List.

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

3.05 PROSPECTUS LEASE (OCT 2016)

A. This RLP is subject to the Prospectus threshold set forth in 40 USC § 3307. The Government will award a Lease pursuant to this RLP only if the offered rental rate does not exceed the current rent threshold.

3.06 ADDITIONAL SUBMITTALS (OCT 2017)

Offeror shall also submit with its offer the following:

A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.

B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.

C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.

D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

E. Site Submission Requirements

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

1. Offeror must submit written evidence that it is authorized by the owner of the site to present the site. In addition, Offeror must provide evidence of site control for longer than the duration of the lease term required in this RLP, including the post-award design and construction phase as well as all renewal options. Documentation that constitutes evidence of control includes, but is not limited to, the following fully-executed documents:
 - a. An option to purchase;
 - b. A sales contract;
 - c. A deed showing fee simple ownership; or
 - d. An option to lease the site for longer than the lease term plus the post-award design and construction phase and any renewal options.
2. Except for a deed evidencing fee simple ownership, any evidence of owner's consent or site control submitted by the Offeror must be signed by both the landowner and the Offeror and notarized.
3. Provide a title report dated no fewer than sixty (60) calendar days prior to the due date for initial offers that shows the record owner of the offered site, and all liens, encumbrances, conditions, restrictions, and documents of record that affect the offered site. In addition, provide a certification from the Offeror to VA that the state of title on the offered site is free of covenants, conditions, restrictions, liens, or other items that could prevent or restrict the Offeror fulfilling the terms of the Lease or VA utilizing the property as a health care facility as set forth in the Lease. If any title issues do exist, state the Offeror's plan for remedying the issues with a completion date no later than lease award.
4. Provide evidence of compliance with local zoning requirements as necessary in order to develop the site for VA's intended use.

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

G. If 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.

H. 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. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

I. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.3 below.

1. FPLS Submittal Information

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

J. 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, or multiple buildings on a tax parcel, 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.

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

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

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

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

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the

level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.

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

O. 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.

P. 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.

Q. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per subparagraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the

Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

R. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED®-NC) credits for Silver level certification. For LEED®, this documentation is the LEED®-NC scorecard. Along with the proposed scorecard or checklist, the Offeror shall submit a brief statement outlining how each of the proposed credits will be achieved. If pursuing LEED®-NC, the Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.

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

T. The Offeror must provide a LEED®-ID+C scorecard documenting the proposed credits to meet LEED® certification (at the minimum Certified level). Along with the proposed LEED®-ID+C scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. In addition, the Offeror must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.

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

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

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

X. 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.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)

A. TENANT IMPROVEMENT TURNKEY PRICING

An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) 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 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.

3.08 TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017)

*NOTE: A PRE-PROPOSAL CONFERENCE SHALL BE HELD WITHIN 7 DAYS AFTER RELEASE OF RLP. ALL OFFERORS ARE ENCOURAGED TO ATTEND.

A. Following the receipt of initial offers, Offerors in the competitive range must coordinate a DID workshop with their respective design and construction team and the VA to develop, review, and complete final DIDs before final pricing is established and prior to award of the Lease. The Government will advise Offerors when the workshop should commence. The Offeror shall base the TI portion of its overall pricing on the final approved DIDs and the specifications in this RLP and attachments. **This TI price will become a fixed price** which the Offeror will include in the final lease proposal as an amortized rent over the Firm Term. The Government reserves the right to make a lump sum payment for the TIs any time after lease award or during the term of the lease, reducing the rent by that amount. The Government reserves the right to make no-cost tradeoffs in the TIs after award. No costs associated with the Building shell or building-specific security shall be included in the TI pricing.

The Offeror's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals.

Under the provisions of FAR Subpart 15.4, the Offerors shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs. The Offerors shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place. However, the Offerors will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Offerors must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Offerors shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Offerors to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Master format; (2) reviewed by the Offeror prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI

costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Offeror's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Offeror and potential contractors.

B. DIDs, for the purposes of the Lease, are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.
7. Reflected Ceiling Plan;
8. Interior Elevations;
9. Interior Sections;
10. Partitions, Type/Section Plan; and
11. Door/Hardware Schedule

C. At the DID workshop, the Lessor shall provide a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in the Lease. The finish options shall be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected.

3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2016) INTENTIONALLY DELETED

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

The project TIs shall incorporate any necessary design parameters for the Space to meet Leadership in Energy and Environmental Design for Interior Design and Construction (LEED®-ID+C) requirements (at the minimum Certified level) into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements as necessary to meet the certification.

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

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

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

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

The Government reserves the right to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306). Therefore, the offeror's initial proposal shall contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the LCO later determines them to be necessary.

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

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

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

A HUB Zone 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 HUB Zone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUB Zone SBC be awarded the Lease. A HUB Zone SBC Offeror acknowledges that a prospective HUB Zone SBC awardee must be a qualified HUB Zone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUB Zone 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 HUB Zone eligibility. If it is determined, prior to award, that the apparently successful HUB Zone SBC Offeror is not an eligible HUB Zone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUB Zone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUB Zone 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 HUB Zone SBC Offeror that has been awarded the Lease was not an eligible HUB Zone SBC at the time of award, and the HUB Zone SBC Lessor failed to provide the LCO with information regarding a change to its HUB Zone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED

4.04 OTHER AWARD FACTORS (OCT 2016)

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

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

C. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP package and will be most advantageous to the Government, price and technical award factors listed below considered. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror. The combination of factors below is significantly more important than price. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component. The technical factors are listed in descending order of importance and listed below. Areas of Consideration are not listed in order of importance.

FACTOR 1: FACILITY

1. EVALUATION

The offeror must address space layout and flexibility, this considers, the interior functional and special relationships shown in the test-fit-layout and compliance with the VA's requirements. Consideration will be given to whether or not the offered space is an existing building, new construction not specifically built for VA's need or multi-tenant building, and build to suit or specifically built for VA only use, the shape of footprint, circulation area. Characteristics of the parking lot and spaces will be considered. The offeror must address quality, this considers, the technical excellence and the appropriateness of the design in meeting the VA's requirements. Building efficiency, functionality, energy conservation, and the way natural daylight is accessed within the building design (e.g., number of windows and skylights as well as their location) will be considered. Consideration will be given to the age of the building, building or space systems, modernization or upgrades recently made to the building or space. The offeror must address the site location, this considers, if located near other like or similar businesses as VA's intended use, distance to amenities, access to public transportation, the ingress and egress, designated accessible parking areas and walkways, traffic patterns to maximize the flow of vehicles to and from the main thoroughfare, and how the landscaping design fits the surrounding area, and provides an aesthetically pleasing atmosphere. This factor considers all functional, programmatic, and spatial relationships shown in the Offeror's floor plan and how well the Offeror has accommodated VA's conceptual design and space program.

2. SUBMISSION INSTRUCTIONS

Offers shall submit a test fit layout, at the offerors expense, that shows how the VA's requirements will fit in the offered space, a map or parking layout to include a picture of the parking area designated for VA use. Provide a written explanation of the following: parking elevation, i.e. flat surface, any inclines or declines, distance from offered space entrance, state when the most recent renovation of the building or space occurred and the extent of the renovation to include the age of the HVAC system, the age of the roof, energy efficiency, accessibility to include ingress and egress. Offerors must indicate Offered space is an existing building, new construction not specifically built for VA's use/multi-tenant building, or build to suit for VA use only.

FACTOR 2: SITE

1. EVALUATION

This factor considers the inherent characteristics, functionality, and quality of development of the site offered. VA will evaluate the quality of the site based on how the Offeror's development of the site accommodates VA's conceptual design, building footprint, and physical security requirements. This includes suitable ingresses and egresses to and from the main (public) roadway(s), emergency vehicle access, staff entrances, and loading dock and service entrances. Parking lots and walkways are accessible, and traffic patterns efficiently manage the flow of vehicles while ensuring pedestrian safety. Storm water management and landscaping best practices are addressed and compliant with local code and any covenants or use restrictions on the site. The offered site has attributes such as [proximity to amenities, good visibility, proximity to an emergency department, etc.]. Any enhancements offered are functionally useful to patients, visitors, and/or staff.

FACTOR 3: PAST PERFORMANCE

1. EVALUATION

Past performance will be evaluated in compliance with FAR Part 15.305(a)(2) in a holistic manner, considering multiple aspects of the Offeror's previous projects. The Offeror has worked on projects of size and scope that provide the Government with a level of comfort that the Offeror can perform under the lease contract in a timely manner and within budget. The Offeror has effectively managed its project teams and the project itself to ensure customer satisfaction and project success. The facilities produced by the Offeror are of high quality as may be evidenced by awards or accolades.

Additionally, the Offeror has engaged in upstanding business practices, including subcontracting to Veteran-owned small businesses and other small businesses, making timely payments to subcontractors, and operating within legal and ethical standards.

VA will evaluate most favorably Offerors who demonstrate past successes with relevant, similar projects, completed on time and within budget, to the satisfaction of their customers and corroborated by positive feedback.

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

2. SUBMISSION INSTRUCTIONS

The offering entity must affirmatively state whether it has a record of relevant past performance. In accordance with FAR 15.305(2), past performance will be evidenced by information contained in Past Performance Questionnaires and from Government systems and records. The Offeror shall provide a list of all the Offeror's relevant prime contracts completed during the past three (3) years by the offering entity and predecessor companies, key personnel who have relevant experience, as well as those prime contracts that are currently in process. The Offeror must also provide a list of references for the offering entity and key personnel. References may be business and financial.

This information will be supported by past performance questionnaires that are filled out by the Offeror's references and submitted directly to the Contracting Officer on or before the due date for initial offers. A past performance questionnaire template is attached with this RLP. A separate questionnaire should be completed for each contract listed. Completion and submission of past performance questionnaires by the Offeror's references is solely the responsibility of the Offeror and its references to provide to the Government in accordance with this RLP. The Offeror is advised that VA will validate the information provided in all past performance questionnaires and will not accept questionnaires provided by an Offeror as opposed to the reference.

The Offeror may include letters of recommendation or commendation, awards, or certifications that indicate Offeror possesses a high-quality process for developing and providing the final project or service.

Past performance questionnaires must be submitted to the Contracting Officer via e-mail, with a subject line that reads:

"CONTRACT NUMBER", name of Offeror, Completed Past Performance Questionnaire"

The Contracting Officer will not provide information to the Offeror as to if a Past Performance Questionnaire Form was or was not received. The Offeror should allow adequate time for its references to complete the Past Performance Questionnaires and for them to be sent to the appropriate recipients within the allocated timeframe.

FACTOR 4: EXPERIENCE

1. EVALUATION

VA will evaluate the offer based on experience with designing, constructing, and operating facilities as demonstrated in an Experience Narrative and the qualifications of the A/E and Construction Contractor. VA will evaluate most favorably Offerors who demonstrate, for themselves and their design and construction teams, experience with facilities of similar or greater size and complexity as the facility required in this RLP (i.e., a build-to-suit medical outpatient facility for a Federal tenant), and experience working together on previous projects.

2. SUBMISSION INSTRUCTIONS

The Offeror must provide an Experience Narrative that lists examples of experience in successfully building, renovating, and maintaining facilities. The Offeror is limited to describing five (5) relevant projects that have been completed during the past three (3) years. The Offeror should note that all listed experience must be corroborated by past performance questionnaires submitted by references, and they are responsible for describing the relevancy of the experience to the project described in this RLP.

a. Design Team Qualifications

The Offeror must provide a completed SF 330, "Architect-Engineer Qualifications" for each individual or firm on the Lessor's design team. Identify key personnel that are to be committed to the project and provide descriptions of their experience with VA lease projects. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include licensed or registered professionals in good standing providing the following services: Architecture, Structural Engineering, Civil Engineering, Mechanical Engineering, Fire Protection, Electrical Engineering, Interior Design, and appropriate Low Voltage Engineering (Structured Telecommunications Cabling, Security, Audio Visual, Medical Equipment, and Special Systems and Physical Security personnel). The Offeror must provide a copy of the license or certification of the future A/E of Record individual(s) and/or firm(s), providing architectural and engineering design services, proving their ability to practice in the State where the facility is located. Low-voltage designers shall be BICSI-certified for structural cabling.

b. Construction Team Qualifications

The Offeror shall provide a completed GSA Form 527 (10/15), "Contractor's Qualifications and Financial Information" for the Offeror, the General Contractor, Mechanical Contractor, and Electrical Contractor; Section V needs to be completed for the Offeror but not any of the aforementioned parties. In Section VII of Form 527, the Offeror must provide a description of outstanding commitments, names, and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to the project described herein.

The Offeror shall provide a copy of the license in the State where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If the Lessor is also the contractor, information provided in response to paragraphs Past Performance and Financial Resources above need not be duplicated.

Installers shall have OEM credentials for the Special Systems listed in this RLP. The Offeror shall provide contractor's past and present safety, performance on contracts, which reflect the Offeror's ability to perform on the proposed effort.

FACTOR 5: OPERATION AND MAINTENANCE PLAN

1. EVALUATION

Operations and Maintenance Plans will be evaluated for the adequacy and efficiency of operations to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility. An Operations and Maintenance Plan that demonstrates that the Offeror will keep the facility and site in prime condition and operating order for the entire lease term, and that emergencies will be quickly and effectively addressed, will be evaluated most favorably.

2. SUBMISSION INSTRUCTIONS

The Offeror shall submit an Operations and Maintenance Plan.

FACTOR 6: PROJECT MANAGEMENT PLAN

1. EVALUATION

The Government will evaluate the Offeror's demonstrated ability to fulfill the terms of the lease contract during post-award design, construction, and during the entire lease term as shown in a PMP. VA will evaluate the offer based on a PMP submitted by the Offeror and will consider most favorably Offerors who demonstrate that they are able to successfully complete this project, given other anticipated active projects, and who have a well thought-out and comprehensive PMP.

2. SUBMISSION INSTRUCTIONS

The Offeror shall submit a PMP that describes how the Offeror will reduce risk, meet deliverables, and keep the project within scope, on time, and on budget. The PMP shall include a narrative approach to the execution of this project from the point of lease award through VA's acceptance of the facility. The narrative shall address the Offeror's approach to leadership, management, decision-making authority, communication, modifications, project schedule, and quality control.

The Offeror SHALL provide a PMP that addresses, at minimum, the following information:

- a. Workload of its principals, key personnel, project team, and the project teams of the Offeror's A/E, construction contractor, and operations/management team at the anticipated date of lease award through completion of construction;
- b. List of projects on which the team is anticipated to be working at the time of lease award, including project location, size, and contract value;
- c. List of projects on which the offering entity and its key personnel and members are currently bidding, including project location, size, and estimated contract value; and
- d. A plan for how this project will be staffed, the roles and responsibilities of team members, particularly key personnel, and how the Offeror will approach the successful completion of the contract requirements.

FACTOR 7: SOCIO-ECONOMIC STATUS:

The Offeror's socio-economic status, and evidence thereof as required in this RLP, will be evaluated, with

consideration provided for Veteran-owned and small businesses. VA will evaluate Offeror entities as follows, with the most favorable entity type listed first and in descending order of favorability: **It is a mandatory requirement that a signed letter from an authorized representative is sent, which confirms the offering entities' socio-economic status.**

- a. Service-disabled, Veteran-owned small businesses;
- b. Veteran-owned small businesses;
- c. Small businesses; and
- d. All other business types.

Submission Instruction:

Each Offeror shall submit an electronic printout from SAM demonstrating applicable size standard and associated NAICS code. The NAICS code utilized by the Offeror shall be as follows:

Functional Category	NAICS Code	Description	Size Standard
Sector 53 – Real Estate and Rental and Leasing	531120	Leasing of Building Space to Federal Government by Owners	\$38.5 Million

For the purposes of this RLP and resultant lease contract, the NAICS code is 531120. The small business size standard is Thirty-Eight and One-Half (\$38.5) Million. Under this classification, a concern is considered a small business if its average annual receipts for its preceding three (3) fiscal years do not exceed the size standard reflected.

- a. Small Business - In order to receive credit for any small business classification, as a component of these evaluation criteria, small businesses must provide all of the following information at each proposal submission:
 - Register and provide a DUNS Number validated in SAM.gov;
 - Completed Representations and Certifications in SAM.gov that have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this RLP (including the business size standard applicable to the NAICS code referenced for this RLP);
 - Provide a SAM.gov print-out verifying offering entity's status for NAICS [531120]; and
 - Provide SBA web print out showing registration or a signed acknowledgement of application from the SBA.
- b. VOSB and SDVOSB - In order to receive credit for Veteran-owned status, as a component of these evaluation criteria, the Offeror must provide all of the following information at each proposal submission. Status as an SDVOSB is determined in accordance with 13 CFR Parts 125.8 through 125.13. Additionally, the Offeror MUST be registered and have an active status in the Vendor Information Pages (VIP) database at <https://www.vip.vetbiz.gov/> at the time of proposal submission. The Offeror must provide a copy of the CVE Verification letter at initial offer and with final proposal revisions. The Offeror's DUNS as shown in SDVOSB/VOSB verification documents must match the DUNS in SAM.

The core requirements for a company to become verified are:

- The Veteran owner(s) have direct, unconditional ownership of at least 51% of the company (38 CFR 74.3) and have full decision-making authority (38 CFR 74.4 (g));
- The Veteran manages the company on both a strategic policy and a day-to-day basis (38 CFR 74.4);
- The Veteran holds the highest officer position (38 CFR 74.4(c)(2));
- The Veteran should be the highest compensated employee unless there is a logical explanation otherwise submitted by the Veteran as to how taking a lower salary than

- other employee(s) helps the business (38 CFR 74.4 (g) (3)); and
 - The Veteran has the managerial experience of the extent and complexity needed to run the company.
- c. Large Businesses - If the offering entity is a large business and subcontracting opportunities exist, the Offeror must include with the initial offer a Small Business Subcontracting Plan as defined in FAR 52.219-8, FAR 52.219-9, and VAAR 852.219-9. An acceptable template can be found on the following website: <http://www.va.gov/oal/business/fss/sbsp.asp>. This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for the Offeror's plan to be processed and approved. Additional guidance is included in FAR 52.219-9. The subcontracting plan will be evaluated and rated on the demonstrated plan of meeting or exceeding VA's small business goals outlined in the table below and the following:
- Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business, VOSB, and SDVOSB.
 - Includes the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).
 - Reflects a one-year history demonstrating the Offeror's corporate commitment to meet its subcontracting goals/targets by providing ISR, for those contracts/projects in which Offeror is submitting under Past Performance. If goals were not met on the ISR, provide an explanation as to why the goals/targets were not met.
 - Demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each small business category listed above.

Reflects compliance, at a minimum, with VA goals listed below.

Category	Goal
Small Business	17.5%
VOSB	5%
SDVOSB	3%
Small Disadvantaged Business (including Section 8(a))	5%
Women-owned Small Business	5%
Historically Underutilized Business Zone (HUBZone) Small Business	3%

The subcontracting plan submitted with the offer will be evaluated on the extent to which the proposal provides small business subcontracting targets that meet VA's small business subcontracting goals for this project and the extent to which the Offeror's plan demonstrates that subcontracting targets can be met during the performance of the contract.

FACTOR 8: PRICE

The basic price offered will be the rate per Net Usable Square Foot (NUSF). This price shall be used to determine the total annual rental to be paid, adjusted for any discrepancies in the quality of space delivered against the amount offered and accepted, as described elsewhere in this Solicitation. Annual CPI adjustments in operating expenses will be made if the Offeror so indicates on GSA Form 1364. The Offeror shall submit the offer with the total "gross" annual price per NUSF and a breakout of the "base" price per NUSF for services and utilities (operating expenses) to be provided by the Lessor, GSA Form

1217. The net and base prices combined are the total "gross" annual per square foot price offered. The base price from which adjustments are made will be the base price for the term of the lease, including any options periods. The "gross" price shall include the "base" price.

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

4.05 FACTOR DESCRIPTIONS (OCT 2016) INTENTIONALLY DELETED. INCLUDED IN 4.04.

4.06 FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED

4.07 FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED. INCLUDED IN 4.04

4.08 DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2016)

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

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

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

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
4. Also, as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to VA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).
6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both

escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

a. INTENTIONALLY DELETED

b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

c. INTENTIONALLY DELETED

d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364 any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows:

- The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.
- The underlying costs equals the TIA divided by (1 + A/E fee percentage)
 $\$300,000 / 1.05 = \$285,714.29$
- A/E fees at 5% of the underlying costs are $.05 \times \$285,714.29 = \$14,285.71$
- Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000
- The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as $\$300,000 \times .05 = \$15,000$.
- The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) $\div \$300,000 \text{ TIA} = 9.762\%$. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

f. INTENTIONALLY DELETED

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.10 AWARD (OCT 2017)

A. To document the agreement between the parties, the successful Offeror and the VA LCO will execute

a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. 36C25018L0105 and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. The pertinent provisions of the offer
4. Floor plans of the offered Space
5. Approved DIDs.
6. GSA Form 1217, Lessor's Annual Cost Statement
7. GSA Form 1364, Proposal to Lease Space
8. Schedule B Items (If Any)

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 OFF-SITE IMPROVEMENTS

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

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

"Hazardous materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over Lessor. The Lessor is responsible for proper construction, maintenance, and compliance with all federal, state, and local laws and regulations of all required off-site improvements through the duration of the lease. At completion or termination of the lease, the Lessor, and not the Government, is responsible for any restoration or removal of the off-site improvements, including, but not limited to, the removal of any environmental, safety, and hazardous materials.

5.02 DUE DILIGENCE

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

5.03 APPLICABLE LAW

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

5.04 PARTNERING

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

5.05 TEAMING ARRANGEMENT

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