

VA REQUEST
FOR LEASE
PROPOSALS
NO.
36C24918R0298
Mountain City, TN

**Offers due by
11/26/2018**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 3:00pm Central 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.

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

TABLE OF CONTENTS

SIMPLIFIED RLP 1

SECTION 1 STATEMENT OF REQUIREMENTS 4

 1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)4

 1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)4

 1.03 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013)4

 1.04 LIST OF RLP DOCUMENTS (SIMPLIFIED) (OCT 2017)4

 1.05 AMENDMENTS TO THE RLP (JUN 2012).....5

 1.06 LEASE DESCRIPTION (SIMPLIFIED) (OCT 2016).....5

 1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)5

 1.08 AUTHORIZED REPRESENTATIVES (JUN 2012).....6

 1.09 INTENTIONALLY DELETED6

 1.10 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (OCT 2016)6

 1.11 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017)6

 1.12 DUNS NUMBER (OCT 2017)6

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 7

 2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011).....7

 2.02 FLOOD PLAINS (OCT 2017).....7

 2.03 SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2017)7

 2.04 INTENTIONALLY DELETED8

 2.05 HISTORIC PREFERENCE (SIMPLIFIED) (SEP 2013)8

 2.06 ASBESTOS (JUN 2012)9

 2.07 ACCESSIBILITY (SEP 2013)9

 2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)9

 2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)10

 2.10 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)11

 2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016).....11

SECTION 3 HOW TO OFFER..... 13

 3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013).....13

 3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)13

 3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (OCT 2017)13

 3.04 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013)14

 3.05 EISA SUBMITTALS (SIMPLIFIED) (MAR 2016)14

3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012).....15

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)15

3.08 INTENTIONALLY DELETED15

SECTION 4 METHOD OF AWARD 16

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)16

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (SEP 2013) 16

4.03 OTHER AWARD FACTORS (JUN 2012)16

4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (OCT 2016).....17

4.05 AWARD (SIMPLIFIED) (OCT 2017)18

SECTION 5 ADDITIONAL TERMS AND CONDITIONS 19

5.01 GENERAL19

5.02 CLAUSES INCORPORATED BY REFERENCE.....19

5.03 PROVISIONS INCORPORATED IN FULL.....19

5.04 DOCUMENTS TO SUBMIT WITH OFFER.....19

REQUEST FOR LEASE PROPOSALS NO. 36C24918R0298

October 26, 2018
SIMPLIFIED RLP FORM R101A (October 2017)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

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

B. Included in the RLP documents is a lease form (Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (Form 1364A), and a Simplified Lease Proposal Data form (Form 1364A-1) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

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

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

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

CITY, STATE	MOUNTAIN CITY, TN
DELINEATED AREA	WITHIN JOHNSON COUNTY TN
SPACE TYPE(S)	MEDICAL OFFICE
MINIMUM SQ. FT. (ABOA)	5500
MAXIMUM SQ. FT. (ABOA)	5500
RESERVED PARKING SPACES (TOTAL)	40
RESERVED PARKING SPACES (SURFACE)	40
INITIAL FULL TERM	10 YEARS
TERMINATION RIGHTS	FOLLOWING FIRM TERM
INITIAL FIRM TERM	5 YEARS
ADDITIONAL REQUIREMENTS	FULLY SERVICED

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

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

A. **INSIDE CITY CENTER:** Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 130 ABOA of Space. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding ½ walkable mile of the employee entrance of the offered Building, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding 2 walkable miles of the employee entrance of the offered Building, as determined by the LCO. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the Building, but generally not exceeding ½ walkable mile, as determined by the LCO. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the Building, but generally not exceeding ½ walkable mile, as determined by the LCO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

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

RLP 36C24918R0298 OFFEROR _____ GOVERNMENT _____

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 36C24918L0103 (Form L201A)	34	A
Agency Specific Requirements	8	B
Security Requirements for Level II	3	C
Form 3516A Solicitation Provisions	5	D
Proposal to Lease Space (Form 1364A)	2	E
Simplified Lease Proposal Data (Form 1364A-1)	4	F
Form 1217, Lessor's Annual Cost Statement	2	G
Security Unit Price List	2	H
Seismic Offer Forms	6	I
Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	J
DOL Wage Determination	5	K
Form 3517B General Clauses	15	L
Small Business Subcontracting Plan	18	M
Past Performance Questionnaire	5	N
TICS Table	1	O
Pre-Lease Building Security Plan	6	P

1.05 AMENDMENTS TO THE RLP (JUN 2012)

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

1.06 LEASE DESCRIPTION (SIMPLIFIED) (OCT 2016)

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

The Lease contemplated by this RLP includes:

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

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

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

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

The security pricing process is described in a separate paragraph.

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

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

Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

Lease LCO:

Hollie Dickey
1639 Medical Center Parkway
615-225-3427
Hollie.Dickey@va.gov

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

Alternate Government Contact:

Angela Bailey
1639 Medical Center Parkway
615-225-3407
Angela.Bailey5@va.gov

1.09 INTENTIONALLY DELETED

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

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

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use 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 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017)

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

B. The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

C. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

1.12 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

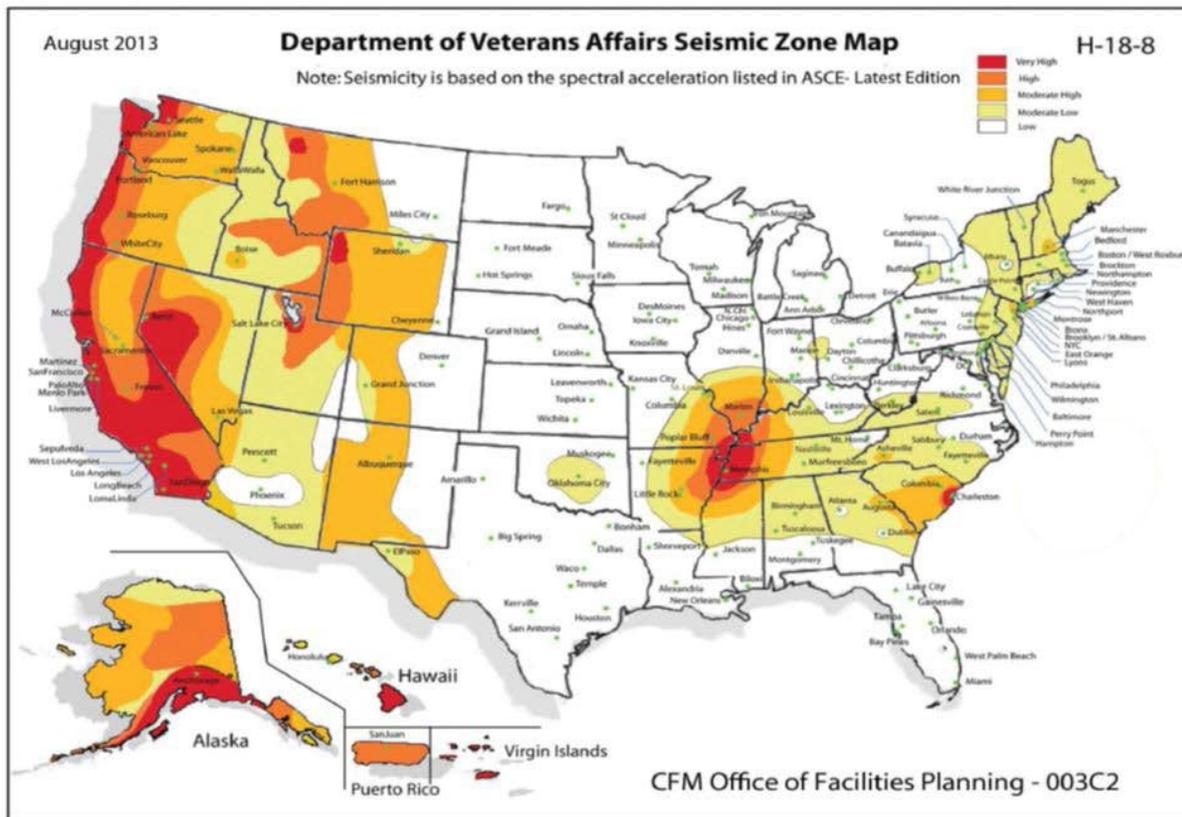
2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense.

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)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).

3. The offer includes a Seismic Certificate based on a Tier 1 Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. **Definitions.** For the purpose of this paragraph:
- "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](http://www.asce.org/publications/).
 - "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](http://www.asce.org/publications/).
 - "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
 - "Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
 - "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from [HTTP://WWW.WBDG.ORG/CCB/NIST/NIST_GCR11_917_12.PDF](http://www.wbdg.org/ccb/nist/nist_gcr11_917_12.pdf)
 - "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
 - "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
 - "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
 - "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
 - "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2.04 INTENTIONALLY DELETED

2.05 HISTORIC PREFERENCE (SIMPLIFIED) (SEP 2013)

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

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

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

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

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

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

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

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

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

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

2.06 ASBESTOS (JUN 2012)

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

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

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

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

2.07 ACCESSIBILITY (SEP 2013)

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

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

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

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

- A. Verify in the lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)

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

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/).

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

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

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

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

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

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

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy

efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

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

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

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

K. INTENTIONALLY DELETED

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

A. 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.

2.11 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.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013)

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

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email (in addition to the requirement for CD submittal-see RLP Section 5.04). Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

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

1. No later than **3:00pm CST** on the following date at the following designated office and address:

Date: November 26, 2018
 Office: Network Contracting Office (NCO) 9
 Address: 1639 Medical Center Parkway, Suite 400, Rm 465

2. No later than **3:00pm CST** on the following date at the following email address:

Date: November 26, 2018
 Email: Angela.Bailey5@va.gov

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

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

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

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

3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (OCT 2017)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
Lease No. 36C24918L0103 (Form L201A), initialed by Offeror
Simplified Lease Proposal (Form 1364A), completed and signed by Offeror
Simplified Lease Proposal Data (Form 1364A-1), completed and signed by Offeror
Agency Specific Requirement, initialed by Offeror
Security Requirements, initialed by Offeror
Security Unit Price List, completed and initialed by Offeror
Fire Protection and Life Safety information and documents (See Fire Protection and Life Safety paragraphs in RLP and Lease for applicable requirements)
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Applicable Seismic Form(s)
Historic Property information and documentation, if applicable, per the Historic Preference (Simplified) paragraph
Registration in the System for Award Management (SAM). Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.
EISA compliance information (See Energy Independence and Security Act paragraphs in RLP and Lease for applicable requirements)
Evidence of ownership or control of Building or site
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if offeror is not the owner of the Property.
Information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – RLP"

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

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

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

B. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in A.1 through A.5 above.

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

3.05 EISA SUBMITTALS (SIMPLIFIED) (MAR 2016)

A. 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; and if no improvements are cost effective, the Offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
3. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®, or

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. 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.

C. 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 must be submitted.

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

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

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

3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state the rental is firm throughout the term of the Lease.

3.08 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

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

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

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

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

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

4.03 OTHER AWARD FACTORS (JUN 2012)

A. Unless all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value to the Government, price and other factors considered. The evaluation of the offers submitted in response to the RLP will be conducted IAW FAR 15-101-1 Best Value Tradeoff process. Non cost factors, when combined are significantly more important than price. Technical Factors are equal in importance. Sub-factors within the technical evaluation are listed in order of importance. This is appropriate because it may be in the government's best interest to select for award to other than the lowest priced offeror or other than the highest technically rated offeror.

B. The evaluation will be based on a complete assessment of the offeror's proposal. The overall technical factor will be considered equally important to the overall past performance factor. The offerors will receive one overall rating value for the non-cost proposal evaluation factors [Technical and Past Performance].

1) FACTOR 1: TECHNICAL CAPABILITY

Offers will be evaluated on contractor's ability to provide services in accordance with the RLP. The requirements listed below will be quantified and described on a scale of "Excellent" to "Unacceptable." The Technical Evaluation Board will review responses to the RLP based on whether and to what extent the offer meets the following technical requirements:

a) Sub-Factor 1: Building and Design Concept - The Offeror is required to submit a detailed design concept narrative that addresses this factor. The exterior design shall be subject to technical and aesthetic review and approval of the Contracting Officer. The building shall be constructed of permanent materials and shall be compatible with its surroundings. Acceptable facades include stone, marble, brick, stainless steel or aluminum curtain wall systems, or other permanent materials. Overall, the building must project a professional and aesthetically pleasing appearance. Site and building design shall present a clear and direct entry sequence for patients and visitors.

b) Sub-Factor 2: Ability to Accommodate the Layout: This sub-factor considers the flexibility with which the layout meets the interior functional requirements. The space offered shall be of shape and dimensions that will accommodate the space program and interior functional requirements of a VA CBOC. Consideration will be given to the number and size of floors, column placement, shape of footprint, placement of mechanical and plumbing core, number of parking spaces provided. Preference is given to sites which can be verified to have the ability to fit the design and mission needs. The Contracting Officer will reject buildings that are unsuitable in configuration for VA clinic space.

c) Sub-Factor 3: Availability – Provide the timetable for preparing the facility for occupancy upon agreement and execution of the lease. The VA will prefer that space can be brought to suitability in the least amount of time as possible.

d) Sub-Factor 4: Quality of Site – The offeror must address each item listed below within the design concept narrative:

This factor considers the Offeror's development of the site to accommodate VA's conceptual building footprint including the required setbacks; the ingresses and egresses to and from the main (public), emergency, and staff entrances; and loading dock and service entrances; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; and how the landscaping design fits the surrounding areas, adheres to local landscaping codes, and provides an aesthetically pleasing atmosphere.

- i. Compatibility of Surrounding Land Usage – This sub-factor considers the degree to which the proposed space will be located in a neighborhood consistent with corporate administrative usage and security of personnel.

2) FACTOR 2: PAST PERFORMANCE

Past performance is a measure of the degree to which an offeror has 1) satisfied customers in the past, and 2) complied with federal, state, and local laws and regulations. The assessment of past performance will be subjective, and based mainly on offeror reputations with customers and others. The Government may evaluate the performance data provided by offerors or obtained from other sources.

Past performance assessments may be based on information such as the contracting officer and evaluator's knowledge of previous experience with the supply or service being acquired, customer surveys, or other reasonable basis. The assessment will consider quality of work, timeliness of performance, company and key personnel, customer satisfaction and business relations.

Identify relevant Federal, State, or Government contracts, along with private sector contracts for similar products that your company has had within the past three years specifically in the area of healthcare management. This information shall include the company's name, contract number, contact person and telephone number.

Provide references, including names and telephone number of responsible individuals who would have firsthand knowledge of performance relative to the same type of service. Identify all Federal, State, and local Government and private contracts of similar scope, size, and complexity, square footage and description of building/campus layout.

Information will also be considered regarding any significant subcontractors and key personnel records. NOTE: A minimum of three references should be provided.

3) FACTOR 3: COST/PRICE (Net Present Value)

A Present Value Price Evaluation will be conducted in accordance with paragraph 4.04 of this RLP. Proposals will be evaluated on pricing completeness and reasonableness and analyzed for errors, omissions, and for unbalanced offers. Incomplete and/or unreasonably high or low proposed prices may be grounds for eliminating a proposal from competition. Total offer price, inclusive of all non-firm terms, will be evaluated.

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

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

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

A. INTENTIONALLY DELETED.

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. INTENTIONALLY DELETED

RLP 36C24918R0298 OFFEROR_____ GOVERNMENT_____

4. INTENTIONALLY DELETED

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. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

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

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

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

e. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of __0__ hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.

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

4.05 AWARD (SIMPLIFIED) (OCT 2017)

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

1. Lease No. 36C24918L0103 and any associated Lease amendments.
2. Agency Specific Requirements (ASR)
3. General Clauses included with the Lease and incorporated by reference.
4. The pertinent provisions of the offer, including the 1364A.
5. Floor plans of the offered Space.

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 GENERAL

Should any of the requirements referenced in 36C24918R0298 conflict with the requirements noted in the Agency Specific Requirements (ASR) or Security Factors Level II, the ASR and Security Factors Level II shall prevail.

5.02 CLAUSES INCORPORATED BY REFERENCE

As prescribed by FAR 52.102(a) the following clauses are incorporated by reference:

52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)
 52.222-6 Construction Wage Requirements (Aug 2018)
 52.222-7 Withholding of Funds (May 2014)
 52.222-8 Payrolls and Basic Records (August 2018)
 52.222-9 Apprentices and Trainees (July 2005)
 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
 52.222-11 Subcontracts (Labor Standards) (May 2014)
 52.222-12 Contract Termination – Debarment (May 2014)
 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
 52.222-14 Disputes Concerning Labor Standards (Feb 1988)
 52.222-15 Certification of Eligibility (May 2014)

5.03 PROVISIONS INCORPORATED IN FULL

52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

5.04 DOCUMENTS TO SUBMIT WITH OFFER

Each offer must be compiled into two (2) separate volumes: one (1) for the technical proposal and one (1) for the price proposal. Each volume of the offer must be submitted on a separate compact disc (CD), in the following quantities:

- Technical Proposal: two (2) CDs
- Price Proposal: one (1) CD

Please note that the requested quantities of CDs are required in order for VA's technical review and evaluation of offers.

Offers shall be properly signed, initialed, converted to a PDF file, saved to CD and indexed **with bookmarks as indicated below**. Each CD cover/sleeve/holder as well as the actual CD shall be marked appropriately with the following information.

NOTE: ALL INFORMATION MUST BE IN A LOCATION, TYPE SIZE AND COLOR THAT IS EASILY FOUND AND CLEARLY READABLE:

- Name of Offering Entity and Offered Site
- 36C24918R0298- MTH CITY CBOC
- "Initial Offer Volume 1-Technical Proposal" or "Initial Offer Volume 2-Price Proposal"
- Date of Submission

VA's technical reviewers cannot properly review or evaluate offers in which components are not clearly indexed or identified. Offers shall consist of the following documents which shall be organized on the CDs.

Volume 1-Technical Proposal

- Information that addresses award factors which are listed in Paragraph 4.03 of the Solicitation. (bookmark each of these narratives)
- Plans, written narratives, design concept, renderings, calculations, parking, occupancy timetables, mechanical and electrical systems, and energy efficiency of the proposed building (bookmark each of these sections i.e. mechanical narrative, mechanical design concepts, mechanical calculations, electrical narrative, electrical design concept etc.) (bookmark each item);
- Evidence of compliance with local zoning laws or evidence of variance, if any, approved by the proper local authority (bookmark);
- Proof of Site Ownership or Control(bookmark)
- Solicitation Amendments and Clarifications (bookmark each)
- Form 3516A, Solicitation Provisions (bookmark)
- Form 3517B, General Clauses (bookmark)
- Certification of Building Energy Performance (bookmark)
- Small Business Subcontracting Plan (bookmark)
- Agency Special Requirements (ASR) (bookmark)
- Security Requirements (bookmark)
- Pre-Lease Building Security Plan (bookmark)
- Seismic Form (bookmark)
- Form 12000 Prelease Fire Protection and Life Safety Evaluation (bookmark)
- Davis Bacon Wage Rates (bookmark)
- Drawings, plans and renderings in PDF (bookmark each)
- Tier 1 Seismic Evaluation (bookmark)
- Statement of commitment to seismically retrofit the building (bookmark)
- Seismic construction schedule, concept design and specifications as described in Paragraph 2.03 (bookmark)
- Asbestos Certification (bookmark)
- Energy Star Label, if determined to not be cost-effective, narrative required (bookmark)
- Lease No. 36C24918L0103

5

Volume 2-Price Proposal

- Form 1364A, Proposal to Lease Space (bookmark);
- Form 1217, Lessor's Annual Cost Statement (bookmark);
- Security Unit Price List (bookmark)
- Conditional Commitment of Funds (bookmark)