

U.S Department of Veterans
Affairs
Request for Lease Proposal
VA69D-13-R-0514
Veterans Resource Center
Chicago, IL

**Offers due by
02/19/2013**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4:00 PM 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.

**STANDARD RLP
GSA FORM R101C (6/12)**

TABLE OF CONTENTS

STANDARD RLP	1
SECTION 1 STATEMENT OF REQUIREMENTS	4
1.01 GENERAL INFORMATION (JUN 2012).....	4
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM AND OCCUPANCY DATE (JUN 2012)	4
1.03 AREA OF CONSIDERATION (JUN 2012).....	4
1.04 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012).....	4
1.05 LIST OF RLP DOCUMENTS (JUN 2012).....	5
1.06 AMENDMENTS TO THE RLP (JUN 2012).....	5
1.07 LEASE DESCRIPTION (JUN 2012)	5
1.08 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012)	6
1.09 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)	6
1.10 INSPECTION—RIGHT OF ENTRY (JUN 2012).....	6
1.11 AUTHORIZED REPRESENTATIVES (JUN 2012).....	6
1.12 NOT USED	7
SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD	8
2.01 EFFICIENCY OF LAYOUT (AUG 2011)	8
2.02 FLOOD PLAINS (JUN 2012)	8
2.03 SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, AND 10) (AUG 2011)	8
2.04 NOT USED	9
2.05 NOT USED	9
2.06 ASBESTOS (JUN 2012)	9
2.07 ACCESSIBILITY (JUN 2012).....	10
2.08 FIRE PROTECTION AND LIFE SAFETY (JUN 2012).....	10
2.09 SECURITY (JUN 2012)	10
2.10 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011)	10
SECTION 3 HOW TO OFFER	12
3.01 GENERAL INSTRUCTIONS (JUN 2012).....	12
3.02 RECEIPT OF LEASE PROPOSALS (SEPT 2011)	12
3.03 PRICING TERMS (JUN 2012).....	12
3.04 BUILDING AND SITE INFORMATION (SIMPLIFIED) (AUG 2011).....	13
3.05 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011).....	13
3.06 NOT USED	13
3.07 ADDITIONAL SUBMITTALS (JUN 2012).....	13

3.08	TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)	15
3.09	NOT USED	15
3.10	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)	15
3.11	NOT USED	15
SECTION 4	METHOD OF AWARD	16
4.01	NEGOTIATIONS (JUN 2012)	16
4.02	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)	16
4.03	AWARD FACTORS	16
4.04	NOT USED	17
4.05	PRESENT VALUE PRICE EVALUATION (JUN 2012)	17
4.06	AWARD (JUN 2012)	17
SECTION 5	ADDITIONAL TERMS AND CONDITIONS	18
5.01	REQUIREMENTS DEVELOPMENT PACKAGE	18

REQUEST FOR LEASE PROPOSALS NO. VA69D-13-R-0514

01/18/2013
STANDARD RLP GSA FORM R101C (June 2012)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (JUN 2012)

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

B. Included in the RLP documents is a lease form (GSA Form L201C) 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 1364C-STANDARD) 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 L201C). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364C 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 (JUN 2012)

A. The Government is seeking a maximum of **8,000** Rentable Square Feet (RSF) of contiguous space, yielding **6,500** Usable Square Feet (USF) within the Area of Consideration set forth below. This space is to be used for clinical and clinical administrative purposes in support of the U.S. Department of Veterans Affairs Readjustment Counseling Service.

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;

C. The Government requires **15** reserved and marked parking spaces and **50** general parking spaces. Total number of parking spaces required is **65**. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

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

E. Lease term shall be **10** Years, **5** Years Firm, with Government termination rights, in whole or in part, effective at any time after the Firm Term of the Lease by providing not less than **120** days' prior written notice.

G. Occupancy is required in accordance with the schedule outlined in the Schedule for Completion of Space paragraph under the Lease.

1.03 AREA OF CONSIDERATION (JUN 2012)

The Government requests Space in an area bounded as follows:

North Boundary:	South side of W. 87 th St.
South Boundary:	North side of W. 95 th St.
East Boundary:	West side of S. Ashland Ave.
West Boundary:	East side of S. Pulaski Rd.

1.04 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (JUN 2012)

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. A minimum of 65 parking spaces shall be available for VA use. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile from the employee entrance of the offered Building, as determined by the LCO. Other employee

GSA FORM R101C (6/12)

services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile from 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 a walkable ½ mile, as determined by the LCO. Alternatively, two or more public or campus bus lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ 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.

B. OUTSIDE CITY CENTER: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. A minimum of 65 parking spaces shall be available for VA use. Adequate eating facilities shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building, but generally not exceeding ½ mile, as determined by the LCO. Amenities must be existing or Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.05 LIST OF RLP DOCUMENTS (JUN 2012)

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

Document Name
Lease No. VA69D-13-L-0075 (Form L201A)
GSA Form 1364C Proposal to Lease Space
GSA Form 3516 Solicitation Provisions
GSA Form 3517B General Clauses
GSA Form 3518 Representations and Certifications
GSA Form 1217 Lessor's Annual Cost Statement
GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B)

1.06 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.

1.07 LEASE DESCRIPTION (JUN 2012)

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. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- E. 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 Lease. Rent will be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum RSF SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of 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 deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out 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 and a final price for TIs is negotiated 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. 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.

Finally, 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.

1.08 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements 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.

1.09 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.

1.10 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.

1.11 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:

Michael Chester
115 S. 84th St., Suite 101
Milwaukee, WI 53214
Office: (414) 844-4816
Fax: (414) 844-4878
MICHAEL.CHESTER3@VA.GOV

Email is the preferred method for proposal submissions.

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

Alternate Government Contact:

Rich Hedman
115 S. 84th St., Suite 101

Milwaukee, WI 53214
Office: (414) 844-4821
Fax: (414) 844-4878
JAMES.HEDMAN@VA.GOV

1.12 NOT USED

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.

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

2.02 FLOOD PLAINS (JUN 2012)

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

2.03 SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, AND 10) (AUG 2011)

A. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received that fully meet seismic safety requirements, other offers that do not fully meet these requirements will not be considered. If no offers are received that fully meet seismic safety requirements, only offers that substantially meet seismic safety requirements will be considered. If no offers are received that fully or substantially meet seismic safety requirements, LCO may elect to make no Lease award.

B. "Fully meet" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available from the LCO) with the initial offer, from a licensed structural engineer certifying that both the Building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, will be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.

2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) will be replaced with the table below.

FEMA 178 ¹	Building Type	BOCA	SBCC	UBC	ANSI	NEHRP
1, 2	Wood Frame, Wood Shear Panels	**	**	1949	**	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982	1985
4	Steel Braced Frame	1990	1991	1988	*	1991
5	Light Metal Frame	*	*	*	*	*
6	Steel Frame w/Concrete Shear Walls	1987	1991	1976	1982	1985
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982	1985
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982	1985
10, 7	Steel or Concrete Frame w/URM Infill	*	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982	1985
12	Precast Concrete Frame	*	*	*	*	*
13, 14	Reinforced Masonry	1987	1991	1976	1982	1985
15	Unreinforced Masonry (URM)	*	*	*	*	*

* Indicates no benchmark year (no comprehensive seismic requirements for these buildings exist).

** Local provisions for wood construction need to be compared to 1949 UBC to determine benchmark year.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCC—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

ANSI—American National Standards Institute, A58.1, Minimum Design Loads for Buildings and Other Structures.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

a. **Buildings leased by the Federal Government are exempt from these standards if both of the following apply:**

- i. **The leased Space is 10,000 rentable square feet or less AND**
- ii. **The Federal Government leases less than 50 percent (%) of the total building square footage.**

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained at www.degenkolb.com/0_0_Misc/0_1_FEMADocuments/fema310/prestd.html.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or at <http://fire.nist.gov/bfrlpubs/build94/PDF/b94037.pdf>

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the Building by using FEMA-310 and shall identify all deficiencies. Documentation of this evaluation shall be made available to the Government.

2.04 NOT USED

2.05 NOT USED

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.

¹ The 15 common building types as they are defined in FEMA-178.

2.07 ACCESSIBILITY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Accessibility. 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 Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)

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.
- 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 SECURITY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements and other obligations relating to Security. See the attachments to the Lease titled "Security Requirements" and "Security Unit Price List." The Government determines security levels, requirements and standards for facilities and agency spaces based upon tenant agency mix, use of the Space, size of Space, number of employees, location of the facility, configuration of the site and lot, and public access into and around the facility.

To be eligible for award, the Offeror must provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease Security Requirements.

The Security Unit Price List includes various improvements, services and permissions by the Lessor and the Government. Each item is classified as part of the shell or tenant improvements or building-specific security. Offeror shall complete the form and submit it as part of its offer. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

2.10 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2011)

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 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/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financialevaulation>) 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 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. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

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 (SEPT 2011)

A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the request for Lease proposals will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon GSA'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 **4:00 PM Central Time** on the following date at the following designated office and address:

Date: 19 February, 2013
Office: Great Lakes Acquisition Center
Address: 115 S. 84th St, Suite 100, Milwaukee, WI 54214

2. No later than 4:00 PM Central Time on the following date at the following email address (preferred method):

Date: 19 February, 2013
Email:
Address: MICHAEL.CHESTER3@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 PRICING TERMS (JUN 2012)

The proposal shall consist of the following documents:

Document Name
Lease No. VA69D-13-L-0075 (Form L201A)
Proposal to Lease Space (GSA Form 1364A)
Simplified Lease Proposal Data (GSA Form 1364A-1)
General Clauses (GSA Form 3517B)
Representations and Certifications (GSA Form 3518)

<p>Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (GSA Form 12000)</p> <p>Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror</p>

3.04 BUILDING AND SITE INFORMATION (SIMPLIFIED) (AUG 2011)

A. No later than the due date for final proposal revisions, the Offeror shall submit to the LCO proof of the ENERGY STAR® label from EPA for the most recent twelve months.

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 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.

3.05 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.

3.06 NOT USED

3.07 ADDITIONAL SUBMITTALS (JUN 2012)

Offeror shall also submit with its offer the information concerning and documentation of the following:

B. GSA Form 3518, Representations and Certifications. Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.

C. 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.

D. 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

E. 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.

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) System (via the Internet at [HTTPS://WWW.SAM.GOV/PORTAL/PUBLIC/SAM/](https://www.sam.gov/portal/public/sam/)) prior to final proposal revisions.

I. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in sub-paragraph a through d unless the Building meets either exemption 2 or 3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Pre-Lease 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.
2. If the Space offered is 10,000 RSF square feet 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 sub-paragraph 1 above.
 3. If the Offeror provides a Building Certificate of Occupancy obtained under any edition of the 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 GSA the FPLS Submittal Information listed in sub-paragraph 1 above.
- J. A copy of pre-lease Building security plan addressing offer compliance with Lease security standards found in the Lease.
- K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in Real Estate Tax Adjustment" paragraph of the Lease.
- L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements
- M. The architectural plans for modernization, if the offered Building is not a modern office Building.
- N. An asbestos management plan, if the offered Building contains asbestos-containing materials.
- O. First generation plans, scaled at 1/8" = 1'-0" (preferred) of the entire floor or floors for which Space is being offered and a plan of the floor of exit discharge.
1. All plans submitted for consideration 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. PDF versions of the drawings are also required. Clean and purged files shall be submitted on CD-ROM or otherwise transmitted electronically to the LCO. 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. If the offered Space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
 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 RSF 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 RSF square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the RSF square footage that the most efficient corridor pattern would have yielded.
- P. As provided in the "Amount and Type of Space and Lease Term" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- Q. 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.
- R. 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 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®.
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®.

S. LEED®-CI scorecard documenting the proposed credits to meet Certified level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.

T. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:

Water Efficiency	Credit 1.2	Water Use Reduction 30%
Energy and Atmosphere	Credit 1.1	Optimize Performance – Lighting Power
Energy and Atmosphere	Credit 1.3	Optimize Energy Performance- HVAC
Energy and Atmosphere	Credit 2	Enhanced Commissioning
Materials and Resources	Credit 5.1	Regional Materials 20% Manufactured Regionally
Indoor Environmental Quality	Credit 2	Increased Ventilation
Indoor Environmental Quality	Credit 3.2	Construction IAQ Management Plan, Before Occupancy
Innovation and Design	Credit 2	LEED® Accredited Professional

The Offeror must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.

X. If the Offeror requests any deviations, all deviations must be documented on Form 1364C in block labeled "Additional Remarks or Conditions with Respect to this Offer". GSA 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, GSA at its sole discretion will make the decision whether to accept the deviation.

Y. Evidence of seismic safety compliance as required in Section 2 of this RLP

3.08 TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)

- A. Tenant Improvements are those costs required for building out the Government demised area in accordance with the Government approved Design Intent Drawings (DIDs). All Tenant Improvements 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 Tenant Improvement 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.

3.09 NOT USED

3.10 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 RSF. 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.

3.11 NOT USED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

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

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

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

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

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

4.03 AWARD FACTORS

The Government reserves the right to make an award based upon initial offers. The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents. 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. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other factors considered. Evaluation of offers and subsequent award will be made on the basis of the following factors. The relative order of importance of the technical evaluation factors is as follows: Factors 1 through 4 when combined is significantly more important than price.

1. **BUILDING & DESIGN CONCEPT:** This factor considers the flexibility with which the layout meets the interior functional requirements. Consideration will be given to the number and size of floors, column placement, and shape of footprint, placement of mechanical and plumbing core, and number of parking spaces provided.
2. **QUALITY OF SITE:** This factor considers ease of commuting for staff and patients, ease of public transportation, and traffic safety. This factor also considers the degree to which the proposed office will be located in a neighborhood consistent with medical office use and security of patients and personnel, as well as opportunities for linkages with other healthcare providers and social service agencies.
3. **TENANT IMPROVEMENTS TIME FRAME:** This factor considers the amount of time to complete the tenant improvements.
4. **PAST PERFORMANCE:** The Offeror shall provide a minimum of three property management performance references to be used by the VA to assess past performance. References should include, contact names, current phone numbers, brief description of project completed, and contract dates.
5. **PRESENT VALUE PRICE EVALUATION** (see Section 4.05)

4.04 NOT USED

4.05 PRESENT VALUE PRICE EVALUATION (JUN 2012)

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 a breakout of the "base" price per RSF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per RSF 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 RSF space within the required RSF range. The Government will verify the amount of RSF, which will subsequently be used in the price evaluation.

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

1. Parking and ware yard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per RSF price will be determined by dividing the total annual rental by the total RSF 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. Not used.

4. Not used.

5. If annual adjustments in operating expenses will not be made, the gross annual price 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. The cost of Government-provided services 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.

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

4.06 AWARD (JUN 2012)

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. VA69D-13-L-0068 and any associated Lease amendments.
2. GSA Form 3517B
3. GSA Form 3518
4. GSA Form 12000
5. The pertinent provisions of the offer.
6. Floor plans of the offered Space.

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 REQUIREMENTS DEVELOPMENT PACKAGE***Requirements Development Package (RDP)***

Maximum 8,000 Rentable Square Feet (RSF), yielding 6,500 Usable Square Feet (USF)

Functions	#	Approximate	Approximate	Floor	Wall
		Unit sq. ft	Total sq. ft	Covering	Covering
Offices	11	225	2475	Carpet	Paint
Restrooms	2	80	160	Ceramic Tile	Ceramic Tile and Paint
Conference/Group Room	2	450	900	Carpet	Paint
Counseling Room	4	120	480	Carpet	Paint
Waiting Area	1	375	375	Carpet	Paint
Storage Room	2	105	210	Vinyl	Paint
Break Room	1	210	210	Vinyl	Paint
Reception Area	1	250	250	Carpet	Paint
Janitor Closet	1	75	75	Ceramic Tile	Ceramic Tile
IT Closet	1	100	100	Vinyl	Paint
Sub-total sq. ft.			5235		
Gross Factor .25			1309		
TOTAL FLOOR			6544		

Note: Room dimensions are approximate

Room Requirements

Reception Area (See Section 5.01 for approximate dimensions)

- Counter between receptionist and waiting area
- Drawer & cabinets
- Wood case work
- Hard edged plastic laminate desk top
- Phone/computer connections

Waiting Area (See Section 5.01 for approximate dimensions)

- Elevated television electrical/reception outlets.
- Carpeted area for children's play area.
- Chair rail

Break Room (See Section 5.01 for approximate dimensions)

- Cabinet top and bottom with sink (10 ft. total Length)
- Phone connection on wall by door.
- Connections for electrical stove and refrigerator
- Lessor to provide the following ENERGY STAR® – rated appliances:
 - Refrigerator (minimum of 24 CU FT)
 - Microwave Oven (minimum 1.6 CU FT, commercial grade)
 - Dishwasher (standard 24", under-counter)
 - Ice Maker (under-cabinet)
- Counter is to have sink and facet.

Offices (Typical) (See Section 5.01 for approximate dimensions)

- 2 data lines for computer network access
- 2 telephone jacks
- Lockable doors from outside of room.
- All Walls to extend from structural floors to ceiling.
- All walls are to have sound batting from floor to ceiling.
- All offices are to have panic buttons under each desk alarming to receptionist area.

Conference/Group Room (See Section 5.01 for approximate dimensions)

- One (1) telephone jack
- One Data drop (CAT 6E)
- Chair rail
- Television electrical and reception outlets.
- Wall mounted white board/projection screen

Storage Room (See Section 5.01 for approximate dimensions)

- Two (2) Electrical outlets
- Floor to ceiling adjustable shelving

File Room (See Section 5.01 for approximate dimensions)

- Chemical fire suppression system
- Ten feet of linear shelving

Janitor Closet (See Section 5.01 for approximate dimensions)

- Floor basin sink with faucets.
- Exhaust Fan
- Ten (10) linear feet of shelving (adjustable)
- Ceiling light

IT Closet (See Section 5.01 for approximate dimensions)

- Ventilated with feed and return duct with temperature control

Miscellaneous Requirements

- Design must be ADA compliant with power assist for all restrooms and group room
- 2 exits per NFPA.
- Entry way with power assist doors for handicap accessibility
- 2 Handicap accessible bathrooms with emergency call buttons and power assist doors.
- Adequate outdoor lighting to include parking area
- Space must be Ground-Level and easily accessible from parking
- Open floor plan
- Secure file/storage Room – must meet National Archives Records Storage requirements.
- Secure IT close with tile and ventilation and additional power outlets/circuits to meet needs of the VA
- All interior wall to be built from structural floor to structural ceiling to provide enhanced sound proofing
- Sound proofing in walls to block voices
- Adequate sound barriers for sounds coming from outside
- Inclusive of services, including:
 - Cleaning (as referenced on GSA FORM L-201A)
 - Heat (as referenced on GSA FORM L-201A)
 - Electrical (as referenced on GSA FORM L-201A)
 - Maintenance (as referenced on GSA FORM L-201A)
 - Water (as referenced on GSA FORM L-201A)
 - Trash collection and disposal (as referenced on GSA FORM L-201A)
 - Recycling collection (as referenced on GSA FORM L-201A)
 - Annual carpet cleaning (as referenced on GSA FORM L-201A)
 - New carpet, every 5 years depending on wear (as referenced on GSA FORM L-201A)
 - Paint common areas every 3 years, all other areas every 5 years (as referenced on GSA FORM L-201A)
- Overhead paging system.
- Alarm system, motion, smoke, low and high temperature, to be monitored by a Lessor provided monitoring system.
- Parking lot parking area must be clearly marked and maintained
- All walls and corridors are to have electrical outlets per local code requirements
- White Noise Sound System