

VA REQUEST FOR
LEASE PROPOSAL
NO.
VA244-13-R-0714
ASHTABULA,
OHIO

**Offers due
by
AUGUST
12, 2013**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 1400 (2:00 PM) EST on the date above. See "Receipt Of Lease Proposals" herein for additional information.

Pre-solicitation meeting to be held, see Section 3.02 F. This meeting is not mandatory but highly recommended.

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.

**VA variation of
STANDARD RLP
GSA FORM R101C (6/12)**

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4 Mar 2013

REQUEST FOR LEASE PROPOSAL NO. VA259-13-R-0228

VA VARIATION OF 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) for your review only, "General Terms" shall apply to the terms of this RLP do not attempt to complete the lease form (GSA Form L201C). Upon selection for award, the VA will transcribe the successful Responsible 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. Incomplete submissions, or submissions containing errors, will not be acceptable. 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).

C. 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 as detailed in paragraph 4.06(B). In order for the technical panel to appreciate your offer, please provide all the information with your initial submission, award is intended to be made on the basis of this initial offer.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM AND OCCUPANCY DATE (JUN 2012)

A. The Government is seeking a minimum of 6,412 and a maximum of 7,000 Net Usable Square Feet (NUSF) of contiguous space within the Area of Consideration set forth below for **Medical Clinic** use. See Section 2 of the Lease for applicable standards.

B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the CO. 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 a total of 50 reserved and marked parking spaces of which 5 shall be marked as handicapped, plus 2 van accessible. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease and attachment hereto. Offeror shall include the cost of this parking as part of the rental consideration. This is a significant part of the overall rating of the offer.

D. RESERVED

E. RESERVED

F. 10 Years, 5 Years Firm, with one (1) five (5) year option 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 90 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)

Area for consideration is within Ashtabula County, boundaries of -

**North State route 531
South: State route 90
East: State route 193
West: State route 45**

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

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 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 330 NUSF 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 a walkable ½ mile of the offered Building, as determined by the CO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile of the offered Building, as determined by the CO. Direct public transit access within the vicinity of a walkable 1/2 mile is preferred

- 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. 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 330 NUSF of Space. 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 a walkable 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	EXHIBIT
Standard Lease Contract Form L201C (3/13/2013) VA259-13-L-0051	A
Agency Technical Requirements	B
MasterFormat_TICS Table.xlsx	C
GSA Form 3516, Solicitation Provisions	D
GSA Form 3517B, General Clauses	E
GSA Form 1364C, Proposal to Lease Space	F
for GSA Form 1364C, Instructions	F
GSA Form 1217, Lessor's Annual Cost Statement	G
GSA Form 3518, Representations and Certifications	H
GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (See Section 3.06 of RLP for applicable requirements)	I
Pre Lease Bldg. Security Plan	J
Building Security Unit Price	K
Leased NUSF Space Definitions	L
Ashtabula CBOC Submittal Schedule	M
CBOC room specs 010313.xlsx	N
CBOC Conceptual Floor Plan.pdf	O

1.06 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the CO. 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 options, 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 VA's buildout requirements,
- E. A description of all services to be provided by the Lessor.
- F. Technical Requirements
- G. An all inclusive price for each year, no escalation, no adjustments to the yearly price. The Lessor will be paid by direct deposit with an annual appropriation beginning with a new purchase order each year.

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 Net Useable Square Foot (NUSF), limited by the offered rate and the maximum NUSF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, which reflects the VA's full requirements there is no TI Allowance. 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. 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.

After award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the VA'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 acknowledges the DIDs and a final price for TIs is negotiated will the Lessor be released to proceed with build out. 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 Government will not pay annual rent in excess of the approved NUSF).

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 CO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its CO by notice, without an express delegation by the prior CO.

Lease CO:

Stacy Schwalbendorf
Administrative Contracting Officer
SAO-E, Network Contracting Office 4
135 E. 38th Street • Erie, PA 16504 • Desk (814) 860-2093 • Fax: 814-860-2990 Cell (814) 460-5973
Email: STACY.SCHWALBENDORF@VA.GOV

1.12 RESERVED

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 CO.

B. To demonstrate potential for efficient layout, the VA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the NUSF square footage offered, if it does not exceed the maximum NUSF square footage in this RLP offer package. If the Offeror is already providing the maximum NUSF 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 CO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain. Search [HTTP://GIS.ASHTABULACOUNTY.US/ASHTABULAGIS/](http://GIS.ASHTABULACOUNTY.US/ASHTABULAGIS/) for information on your area of interest.

2.03 RESERVED

2.04 SEISMIC SAFETY

Seismic requirements for this building are found at this website.

[HTTP://WWW.CFM.VA.GOV/TIL/SEISMIC.ASP](http://WWW.CFM.VA.GOV/TIL/SEISMIC.ASP)

The information includes design requirements, seismic safety of VA Buildings, a structural design manual for retrofits and a seismic zone map.

2.05 RESERVED

2.06 ASBESTOS (JUN 2012)

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

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

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

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

2.07 ACCESSIBILITY (VA MODIFIED DEC 2012)

Building accessibility requirements are given in the following documents located in the Tech Info Library (TIL) at the VA Office of Construction & Facilities Management Website. [HTTP://WWW.CFM.VA.GOV/TIL/ACCESSIBILITY.ASP](http://www.cfm.va.gov/til/accessibility.asp). Do a control-click on the link to go to the site.

2.08 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, 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, 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 (VA)

See EXHIBIT B, VA TECHNICAL REQUIREMENTS/SECURITY SYSTEM 5.11.5

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, THE VA may award a Lease for a Building if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) or meets Green Globe/Two Globe compliance 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. 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 VA 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/financial_evaluation) 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. Offerors submittals shall be through US Postal Service, courier, hand delivery, or Express Mail. No offerors shall be accepted through e-mail. Offer shall be submitted in an envelope labeled with the Offeror's name, address, Solicitation number (VA244-13-R-0714) and project title (Ashtabula CBOC). The Offeror shall submit two complete hard copies and one complete electronic copy on CD in a .pdf format. The offer shall submit ALL of the following documents as indicated as part of their proposal:

- GSA Form 1364C, Proposal to Lease Space (Exhibit F)

- GSA Form 1217, Lessor's Annual Cost Statement (Exhibit G)
- GSA Form 3518, Representations and Certifications (Exhibit H)
- GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A&B) (See Section 3 for applicable requirements)
- Proof of ownership (Reference RLP Section 3.06D&E)
- Documentation evidencing proof that offered space/property/building is outside of the 100 Year Flood Plain (Reference RLP Section 2.02)
- Evidence of at least Conditional Commitment of Funds (Reference RLP Section 3.06B)
- Space Concept Drawing/First Generation Plans (Reference RLP Sections 3.06F & 4.04C(2))
- Design Concept Narrative (Reference RLP Section 4.04C(1 & 2))
- Technical Capability Narrative (Reference RLP Section 4.04C(4a))
- Program Management & Response Plan (Reference RLP Section 4.04C(4b))
- Emergency Preparedness Plans (Reference RLP Section 4.04C(5))
- Past Performance References (Reference RLP Section 4.04C(5))
- Proposed Milestone Plan or Critical Path of Build Out Phase (Reference RLP Section 4.04C(3))
- Compliance with Energy Star Requirements (Reference RLP Section 3.06F (9-13))
- LEED-NC Silver Scorecard & Statement Requirements (Reference RLP Section 3.09) Green Globes two globes compliance is also accepted
- Any deviations from the Government's Stated Requirement (Reference RLP Section 3.06G)
- Building Security Unit Price List (Exhibit K)
- Unit Price List (Exhibit L)
- Tenant Improvements Cost Summary (Exhibit N)
- Acknowledgment of any amendments issued

B. Offerors submittals shall be received on **12 August 2013**, no later than **2:00 PM EST** at the following designated address and office:

CO **Stacy Schwalbendorf**
 Erie Veterans Affairs Medical Center
Office: **Contracting Office (90)**
Address: **135 East 38th Street**
 Erie, PA 16504

Questions on this RLP: Questions of a technical nature must be provided in writing and shall be submitted by prospective bidders to attention: Stacy Schwalbendorf. Questions shall be submitted **only via e-mail to:** STACY.SCHWALBENDORF@VA.GOV The subject line must read: **VA244-13-R-0714 Ashtabula RLP Questions**. Oral questions of a technical nature are not acceptable due to the possibility of misunderstanding or misinterpretation. The deadline for questions is **11:00 A.M. EST , July 29, 2013**.

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 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.

E. 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.

F. **PRE SOLICITATION MEETING:** A pre solicitation meeting is scheduled for 7/22/2013 at 1PM EST. at the Erie VA Medical Center 135 E. 38th Street, Erie, PA 16504. Participants shall report to the Police and Security office located on the 1st floor on the west side of the Hospital to obtain a visitors pass and then proceed to the 7th floor conference room.

3.03 PRICING TERMS (JUN 2012)

Offeror shall provide the following pricing information with its offer:

- A. GSA Form 1217, Lessor's Annual Cost of Services. Complete all sections of the 1217.
- B. GSA Form 1364C-STANDARD, Proposal to Lease Space. Complete all sections of the 1364C, including, but not limited to:
1. A fully serviced Lease rate per NUSF, clearly itemizing both the total Building shell rental, and TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). Any yearly increases in utilities or CPI or other adjustments are to be included in the yearly rent, the rent will be a Firm Fixed Price each year.
 2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the NUSF Space offered as required in this RLP.
 3. The annual cost per NUSF for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364C, Proposal to Lease Space, and Form 1217) for NUSF.
 4. Reserved
 5. Reserved
 6. A fully serviced Lease rate per NUSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs as they will have been fully amortized over the Firm Term.
 7. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
 8. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per RSF, etc.). State any assumptions used to compute the dollar costs for each fee component. The "TI Proposal Tool.xlsx" and "masterformat TICS table(1).xlsx" attached to the lease will be used to separate TI and Shell costs.
 9. Rent concessions being offered. Indicate either on the GSA Form 1364C Proposal to Lease Space or in separate correspondence.
 10. The VA is not using a broker, there is no fee entered in block 25.a or b.
 - 12 For new construction, the Davis Bacon Wage Determination, Exhibit P, applies to the Shell and TI. TI and Shell costs will be separately identified in the offer.
- C. Security Unit Price List (Exhibit K). The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements. There shall be no charge to the Government for any items that already exist in the offered Building or facility.
- D. Unit Price List. The Offeror shall provide a cost breakdown of the room buildout, which were outlined in the Lease (Exhibit A). The Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements. There shall be no charge to the Government for any items that already exist in the offered Building or facility.
- E. Tenant Improvement Cost Summary (TICS) (Exhibit C). The Offeror shall use the TICS to provide a cost breakdown of the Tenant Improvements, which are outlined in the Lease (Exhibit A). The TICS includes various improvements to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2014)

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

3.05 RESERVED

3.06 ADDITIONAL SUBMITTALS (SEP 2012)

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

- A. 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.
- B. Evidence of a conditional commitment of funds, in an amount necessary, to complete the construction based on the building layout as approved. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
- C. Evidence that the Property is zoned in compliance with local zoning laws, to include any variances approved by the proper local authority shall be provided by the Offeror. Offeror's must obtain all necessary zoning approvals and variances prior to the submission of the offers.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the CO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

1. Evidence of ownership and right to lease:

- a. Documentation shall include Real Property Deed and/or other documents that indicate the physical address and the owner of the space. If this is a condominium ownership or ownership and property regulated by an owner's association, this lease is contingent upon legal review of all documents, including declaration by laws, rules, and articles of incorporation.
- b. If the Offeror is not the owner of the space, offeror shall provide a signed authorization from the owner giving offeror authorization to present an offer on behalf of the owner, in addition to the above-required documentation evidencing ownership and right to lease.
- c. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value., in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in the "Tax Adjustment" section of this RLP (3.5).

2. Proof of signing authority must be provided:

- a. General Partnership - Copy of Partnership Agreement
- b. Limited Partnership - Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- c. Corporation - Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
- d. Joint Venture - Copy of Joint Venture Agreement.
- e. Company - Copy of formation document indicating who can bind the company

3. Provide name of the building owner, name of person who will sign the lease, their title, address, and telephone number.

4. **Provide proof of registration in SAM** - The offeror shall register via the internet at [HTTP://WWW.SAM.GOV](http://WWW.SAM.GOV). The SAM registration shall be registered in the name of the owner or company of the leased space. **The name that is registered in SAM shall be the same owner as that stated on the lease.**

E. 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 CO. These submittals must remain current. The Offeror is required to submit updated documents as required.

F. 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. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
 3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
 4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. 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. A site plan shall be submitted showing access to the site and how the building will lay on the property. This plan shall be scaled at 1" = 40' minimum. Servicing utilities to the building shall be listed and source locations provided.
 6. Government will review all plans submitted to determine if an acceptable level of safety and security is provided. In addition, Government will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the NUSF Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the NUSF square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF square footage that the most efficient corridor pattern would have yielded.
 7. Provide a Pre-lease Building Security Plan.
 8. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this RLP. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.
 9. Evidence that an Energy Star® label, can be obtained within the 18 months after occupancy by the Government, green globe/two globe compliance also acceptable.
 10. Offerors falling under a statutory exception must also indicate what cost effective energy efficiency and conservation improvements they are proposing to make.
 11. 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,
 12. 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 evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
 13. For new construction, the offeror need not submit anything regarding compliance with EISA 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®.
- G. 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". Government at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, Government at its sole discretion will make the decision whether to accept the deviation.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)

The TI firm-fixed-price shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING. TI costs are not negotiated after award.

3.08 SECURITY IMPROVEMENTS INCLUDED IN OFFER (SEP 2012)

A. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The security improvements shall 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 prepare construction documents and to complete the security countermeasures. 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 or TI shall be included in the security improvements pricing.

3.09 SUBSTANTIABILITY CERTIFICATION (VA)

The project TIs shall incorporate any necessary design parameters for the Space to meet Leadership in Energy and Environmental Design for Commercial Interiors (LEED®-CI) requirements into the Working Construction Drawings. The Lessor must coordinate the requirements to meet LEED®-CI and or Green Globes/Green Globes-two Certified level for the TIs with the Building shell requirements.

3.10 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. No adjustment will be made for increased operating costs during the firm term of the lease.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA CO or designated representative based on initial offers. When negotiations are conducted, the VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the CO or their designee. The CO 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 CO 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 CO 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.

VA will negotiate only with those Offerors who have been placed in the competitive range as established under procedures in Section 4. CO will conduct negotiations on behalf of the Government in order to obtain the best value to the Government. Other VA personnel, including the Contract Specialist and Contracting Officer's Representative, may assist the CO.

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 CO 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 CO 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 CO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the CO'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 RESERVED

4.04 OTHER AWARD FACTORS (VA JULY 2013)

The Contracting Officer will evaluate all proposals to assess the Offeror's ability to perform the contract successfully. The evaluation will be conducted solely on the factors specified in this Solicitation which are listed in descending order of importance.

- A. The lease will be awarded to the "Responsible Offeror" whose offer will be most advantageous to the Government.
- B. The technical evaluation factors other than price, when combined, are significantly more important than price.
- C. The evaluation factors are listed in descending order of importance: **Location of Space, Building and Design Concept, Time Required to Occupy Space, Technical Capability, Past Performance, and Price:**

1. Location of space
 - This factor, considers the proximity of the location of the proposed facility to a variety of eating, shopping and public transportation which may be conveniently used by VA's patients, family, and staff. Offerors must demonstrate this information within the design concept narrative.
2. Building and Design Concept
 - VA will evaluate the plans, design concept narrative, and concept design based upon the following:
 - a. Ability to Accommodate Facility Layout. Consideration will be given to the number and size of floors, column placement, shape of footprint, and placement of mechanical and plumbing core. Refer to space layout attachment.
 - b. Building Design. This subfactor refers to the technical excellence and the appropriateness of the shell design in meeting VA program needs and goals. Building efficiency, energy conservation, demonstration of sustainable practices, functionality, building systems, and building quality are key elements to be considered. See exhibit B for Technical requirements defining the building design minimum performance expectations.
3. Time Required to Occupy the Space
 - This factor refers to the time required to occupy the space. Government shall be able to occupy space no later than June 30, 2014.
4. Technical Capability
 - VA will evaluate the plans and design concept narrative based upon the following:
 - a. The merit or excellence of the contractor's proposed approach to performing the work identified in the solicitation, the proposed transition into the contract, the vendor's plan to provide equipment and then proposed coverage providing the required service.
 - b. Offerors are required to provide a Program Management Plan that provides clear rationale for its program management oversight, including 8 hour contact information for building superintendent and two alternates that have the ability to make decisions on behalf of the owner should issues arise that require building management response. A sample of a Response plan shall be included which will address concerns minimally within 8 hours of notifications, depending on the nature of the issue and impact on continued health care operation.
 - c. Emergency Preparedness Plans are to be provided. A Risk Assessment shall be created that identifies both manmade and natural disasters and the effects on the site, personal and structures. A Risk Assessment shall be provided by each Offeror with their proposals. Mitigation for the identified risks shall be provided and a final assessment given. The plans shall be clear and addresses activities to mitigate, eliminate, or reduce potential emergencies. The building site shall have the ability to manage emergency situations, provide response activities to minimize personal injuries and property damage while providing for control of the effects of the emergency situation and recovery activities. Recovery activities shall begin concurrently with response activities and are directed toward restoration of essential services and resumption of normal operations. A sample After Action report shall be provided and designed to improve future mitigation, preparedness, quality of response and recovery action.

5. Past Performance

- The Offeror shall provide up to three (3) references and more specifically any Federal Government references for whom similar services were provided. Any additional references will not be considered for evaluation. Information supplied shall include the following:

- Federal Department of Agency serviced;
- Year and period of performance services were performed;
- Contract number
- Contracting Officer's name, telephone, and email;
- Total amount of the contract;
- Brief description of the supplies and services provided; &
- Explanation of any problems or delays encountered.

The Offeror will be evaluated based upon the extent to which the proposed past experience in implementing projects of similar size and scope contributes to the potential for successful performance of the requirements contained herein.

In addition, the Offeror will be evaluated on performance under existing and prior contracts. The Government will focus on information that demonstrates the Offeror's quality, cost control, timeliness, problem resolution, and business relations under existing and/or previous contracts. The Government will contact references to obtain the information mentioned in this paragraph. An Offeror with no past performance will receive a neutral rating.

6. Price (see Paragraphs .4.05 and 4.06(b) below) and Value.

D. Competitive Range: The Contracting Officer, after evaluating all proposals in accordance with Section 4 may establish a competitive range based on the ratings of each proposal against all evaluation criteria. The Contracting Officer shall establish a competitive range comprised of all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

4.05 PRESENT VALUE PRICE EVALUATION (JUN 2012)

A. GSA present Value calculations will be performed in accordance with the GSA present value calculator at [HTTP://WWW.GSA.GOV/PORTAL/CONTENT/101883](http://www.gsa.gov/portal/content/101883)

A. The Offeror must submit plans and any other information to demonstrate that the rentable space yields Net Usable Square Foot(NUSF) Office Area space within the required NUSF Office Area range and meets minimum technical requirements. See exhibit B.

B. Evaluation of offered prices will be on the basis of the annual price per NUSF Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per NUSF Office Area square foot to a composite annual NUSF Office Area square foot 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 square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
3. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.

4.06 AWARD (JUN 2012)

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

DOCUMENT NAME	EXHIBIT
GSA Form L201C, Lease No. VA244-13-L-0179	-
Agency's Special Requirements, Dated 03/18/2013	B
TICS Master Form	C
GSA Form 3516, Solicitation Provisions	D
GSA Form 3517B, General Clauses	E
GSA Form 1364C, Proposal to Lease Space	F
GSA Form 1217, Lessor's Annual Cost Statement	G
GSA Form 3518 Representations and Certifications	H
GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	I
Pre-Lease Bldg. Security	J
Building Security Unit Price List	K
VA Space NUSF Definitions	L
Contract Submittal Schedule	M
Space Planning Criteria	N
Suggested Floor Plan	O
Davis Bacon	P

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.

C. The lease will be awarded to the "Responsible Offeror" whose offer represents the best value to the Government, price and other factors considered. For this procurement, price is significantly less important than technical factors. An award will be made based on a comparative assessment of proposals against all selection criteria in the Solicitation. To be considered for award, an Offeror must agree to provide a complete facility that meets all technical requirements and specifications set out in this Solicitation. The requirements and specifications contained in this Solicitation are mandatory.

If an award is not made based on the initial proposals, the following process will occur: Each Offeror still in the competitive range will be given an opportunity to submit a "final revised proposal" to clarify and document understandings reached during negotiations. Once final revised proposals are received, all discussions will cease.

After the conclusion of negotiations and a review of final revised proposals are completed, the LCO may award the lease.

D. 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.

E. 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.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 NET USABLE SQUARE FOOTAGE (NUSF)

Net Usable Square Footage (NUSF) used for VA leases is that portion of rentable space that is available for a tenant's personnel, furnishings, and equipment, and includes the floor area of full-height columns and projections enclosing the structural elements of the building within the space. Net usable space is the area for which VA will pay a square foot rate. It is determined as follows:

If the space is on a single tenancy floor, compute the inside area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50% of the length of exterior walls.

If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed shared public corridor and shaft walls and/or the centerline of tenant-separating fixed wall partitions. Deduct the following from the inside gross area, including the enclosing walls, to arrive at the figure for net usable square feet no rental will be paid for these spaces:

- Housekeeping closets not contained in programmed areas
- Public restrooms and lounges
- Building equipment and service areas
 - Space for mechanical systems equipment
 - Space for plumbing systems equipment
 - Space for fire protection systems equipment
 - Space for electrical systems equipment
 - Space for telecommunications and special systems equipment (including telephone, data, alarm, security, and other systems)
 - Office, shop, and storage space for building management services
 - Space for grounds maintenance.
- Public corridors and entrance lobbies
- Vertical circulation (elevators, escalators, and stairs)
- Shafts, risers, and stacks

5.02 TECHNICAL REQUIREMENTS: SEE EXHIBIT B SECTION 5 AND 6

5.03 PRIVACY TRAINING:

- A. VA Privacy and Information Security Awareness Course must be completed by all contractors and subcontractor employees assigned to VA accounts prior to delivery of service and annually thereafter.
- B. To complete the training modules:
- Access courses electronically through EES at the following website: [HTTPS://WWW.EES-LEARNING.NET/LIBRIX/LOGINHTML.ASP?V=LIBRIX](https://www.ees-learning.net/librix/loginhtml.asp?v=librix).
 - After you have gained access to the site, follow procedures to register if you are new user, login using your username and password
 - Click "Available Courses" (left hand column)
 - Enter FY11 in the "Keyword" from the Advanced Search section (center of page)
 - Click "Search"
 - Select VA Privacy and Information Security Awareness and Rules of Behavior FY 11.
 - Print the training certificate at the end of the session or;
 - Review the text version of the training modules and complete the certificates found at the end of the training modules.
- C. The contractor shall provide to the VA Contracting Officers Representative (COR) a copy of the completed training certificate(s).