

VA REQUEST  
FOR LEASE  
PROPOSALS  
NO.  
36C25022R0218  
Akron/Ohio

**Offers due  
by  
08/30/2022**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **3:00 P.M. Eastern 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 regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.*

**GLOBAL RLP  
R100 (10/21)**

## TABLE OF CONTENTS

GLOBAL RLP .....	1
<b>SECTION 1 STATEMENT OF REQUIREMENTS .....</b>	<b>1</b>
<b>1.01 GENERAL INFORMATION (OCT 2020) .....</b>	<b>1</b>
<b>1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016) .....</b>	<b>1</b>
<b>1.03 AREA OF CONSIDERATION (OCT 2021) .....</b>	<b>1</b>
<b>1.04 UNIQUE REQUIREMENTS (OCT 2021) .....</b>	<b>2</b>
<b>1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2021).....</b>	<b>2</b>
<b>1.06 LIST OF RLP DOCUMENTS (OCT 2021).....</b>	<b>3</b>
<b>1.07 AMENDMENTS TO THE RLP (JUN 2012).....</b>	<b>4</b>
<b>1.08 LEASE DESCRIPTION (OCT 2021).....</b>	<b>4</b>
<b>1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016).....</b>	<b>4</b>
<b>1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016) .....</b>	<b>4</b>
<b>1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011).....</b>	<b>4</b>
<b>1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021).....</b>	<b>5</b>
<b>1.13 AUTHORIZED REPRESENTATIVES (OCT 2020).....</b>	<b>5</b>
<b>1.14 <del>BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)</del> INTENTIONALLY DELETED. ....</b>	<b>5</b>
<b>1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020) .....</b>	<b>5</b>
<b>1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021) .....</b>	<b>5</b>
<b>SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD .....</b>	<b>6</b>
<b>2.01 EFFICIENCY OF LAYOUT (AUG 2011) .....</b>	<b>6</b>
<b>2.02 FLOOD PLAINS (OCT 2021) .....</b>	<b>6</b>
<b>2.03 <del>SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2021)</del> INTENTIONALLY DELETED. ....</b>	<b>6</b>
<b>2.04 <del>SEISMIC SAFETY—HIGH SEISMICITY (OCT 2021)</del> INTENTIONALLY DELETED.....</b>	<b>6</b>
<b>2.05 <del>HISTORIC PREFERENCE (SEP 2013)</del> INTENTIONALLY DELETED.....</b>	<b>6</b>
<b>2.06 ASBESTOS (OCT 2021).....</b>	<b>6</b>
<b>2.07 ACCESSIBILITY (SEP 2013) .....</b>	<b>6</b>
<b>2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013).....</b>	<b>6</b>
<b>2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2021).....</b>	<b>7</b>
<b>2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) .....</b>	<b>8</b>
<b>2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014).....</b>	<b>8</b>
<b>2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020).....</b>	<b>8</b>

<b>SECTION 3</b>	<b>HOW TO OFFER .....</b>	<b>10</b>
3.01	GENERAL INSTRUCTIONS (JUN 2012) .....	10
3.02	RECEIPT OF LEASE PROPOSALS (OCT 2021).....	10
3.03	PRICING TERMS (OCT 2021) .....	10
3.04	BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) .....	11
3.05	<del>PROSPECTUS LEASE (OCT 2016)-INTENTIONALLY DELETED.....</del>	<del>11</del>
3.06	ADDITIONAL SUBMITTALS (OCT 2021) .....	11
3.07	TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020).....	13
3.08	<del>TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017)-INTENTIONALLY DELETED.....</del>	<del>14</del>
3.09	<del>SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2016) INTENTIONALLY DELETED.....</del>	<del>14</del>
3.10	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) .....	14
3.11	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012).....	14
3.12	<del>UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)-INTENTIONALLY DELETED.....</del>	<del>14</del>
<b>SECTION 4</b>	<b>METHOD OF AWARD.....</b>	<b>15</b>
4.01	NEGOTIATIONS (JUN 2012).....	15
4.02	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015) .....	15
4.03	<del>AWARD BASED ON PRICE (JUN 2012)-INTENTIONALLY DELETED. ....</del>	<del>15</del>
4.04	OTHER AWARD FACTORS (OCT 2016).....	15
4.05	FACTOR DESCRIPTIONS (OCT 2016).....	16
4.06	<del>FACTOR MINIMUM STANDARDS (OCT 2016)-INTENTIONALLY DELETED. ....</del>	<del>18</del>
4.07	FACTOR SUBMITTAL REQUIREMENTS (OCT 2016).....	18
4.08	<del>DOCUMENTATION REQUIREMENTS (OCT 2016)-INTENTIONALLY DELETED.....</del>	<del>20</del>
4.09	PRESENT VALUE PRICE EVALUATION (OCT 2016).....	20
4.10	AWARD (OCT 2021) .....	21
<b>SECTION 5</b>	<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>22</b>
5.01	MODIFIED RLP PARAGRAPHS (OCT 2016).....	22

# REQUEST FOR LEASE PROPOSALS NO. 36C25022R0218

GLOBAL RLP GSA R100 (OCT 2021)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (OCT 2020)

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

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

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

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

A. The Government is seeking a minimum **19,500** American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF); of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires **150** surface/outside parking spaces, six (6) of which must be handicap accessible; one (1) of which must be handicap van accessible; all of which are reserved for the exclusive use of the Government. 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. INTENTIONALLY DELETED.

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

Alternative A) 10-year Firm Term.

Alternative B) 15-year Term; 10-year firm, with one 5-year non-firm term, and

Alternative C) 20-year Term; 15-year firm, with one 5-year non-firm term, and

Alternative D) 20-year Firm Term

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

G. The Lease Term Commencement Date will be on or about **08-01-2024**, or upon acceptance of the Space, whichever is later.

### 1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

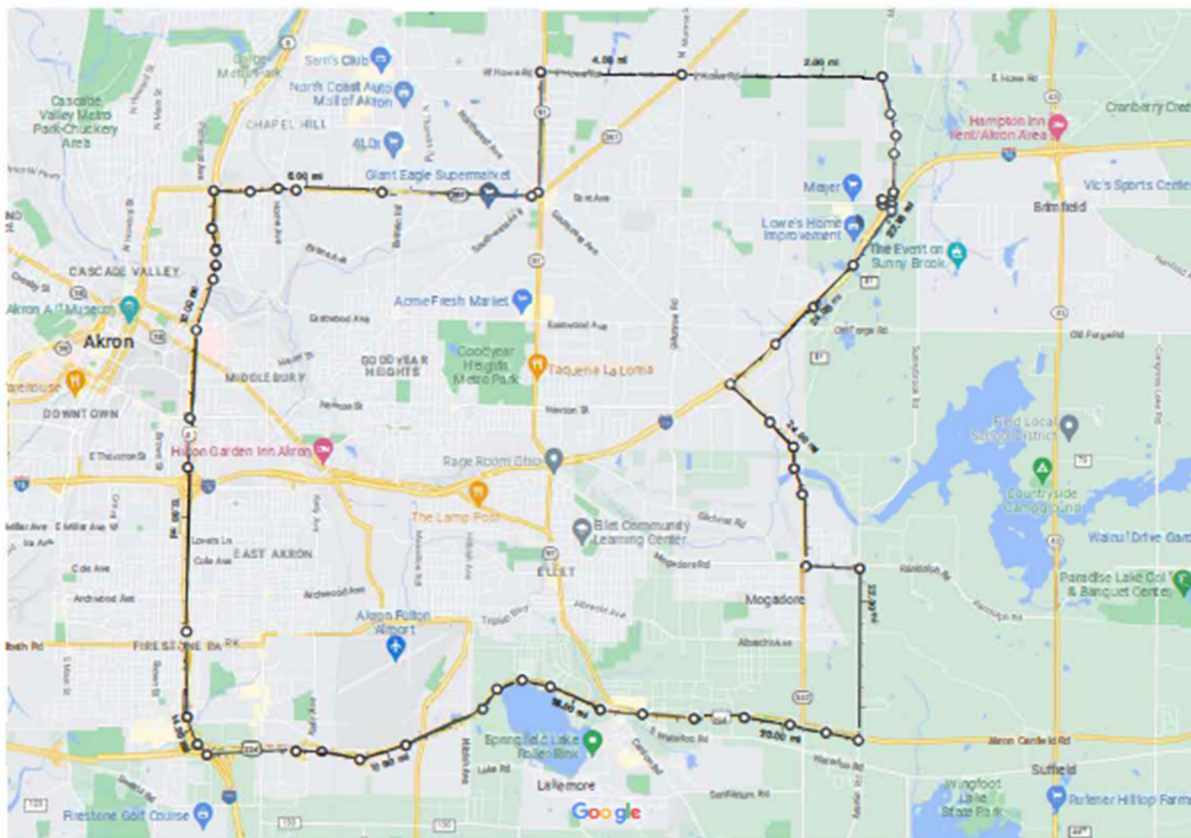
**North:** State Route 261; State Route 91; and East Howe Road.

**East:** Mogadore Road; Tallmadge Road; Martin Road; Mogadore Road; Route 532; South East Avenue; State Route 76; Tallmadge Road; and Mogadore Road.

**South:** State Route 224;

**West:** Interstate 77; and State Route 8;

Parcels with Property boundary(ies) on the boundary streets are deemed to be within the delineated Area of Consideration.



#### 1.04 UNIQUE REQUIREMENTS (OCT 2021)

The offered Building and/or Property must have the following features as a minimum requirement:

1. Building must be a single floor;
2. Bifurcated sites, inclusive of parking, are not permissible;
3. The following space configurations will not be considered: Space with atriums or other areas interrupting contiguous space, extremely long or narrow runs of space (more than twice as long as wide), irregularly shaped space configurations or other unusual building features adversely affecting usage,
4. Offered space must be zoned for VA's intended use;
5. Offered space will not be considered if located in close proximity to property with incompatible uses, including but not limited to the following uses: liquor establishments, treatment centers, correctional facilities, where firearms are sold/discharged, railroad tracks, or within flight paths;
6. Space will not be considered where apartment space or other living quarters are located within the same building;
7. Offered space must be located in close proximity to amenities including but not limited to restaurants, hotels, pharmacy, and shopping;
8. Offered space must be located in close proximity to a hospital or stand-alone emergency room center or a fire department;
9. Offered space must be located in close proximity to public transportation. A commuter rail, light rail, or bus stop shall be located within the immediate vicinity of the building;
10. Offered space must be easily accessible to multiple highways which provide multiple routes of travel,
11. Loading dock and freight elevator required.
12. Parking lot must be able to accommodate deliveries by trucks with trailers;
13. Structured parking under the space is not permissible;
14. Offered space must meet Federal and Local Government requirements for fire safety, physical security, accessibility, seismic, and sustainability standards per the terms of the formal request for proposals (pending issuance);
15. A fully serviced lease is required
16. Offered space must be compatible for VA's intended use;
17. Space must not have any environmental issues or hazards
18. Must meet Government requirements for fire safety, accessibility, seismic, and sustainability standards per the terms of the Lease.

#### 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2021)

A. INTENTIONALLY DELETED.

B. INTENTIONALLY DELETED.

C. Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.
2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be within a drivable distance of 10 miles, of at least **seven (7)** instance of amenities,

**five (5)** of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The instance must fall within at least 2 of the Diverse Use Categories shown below:

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

To be considered, amenities must be existing; or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

D. Transit Accessibility: At least one (1) stop for a public bus or streetcar line, usable by tenant occupants and their customers, shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building, as determined by the LCO. Stops for commuter bus service do not meet this requirement. Combined, the bus or streetcar stops must provide at least **13** trips per weekday or trip headways (time between each vehicle) of no less than **60** minutes during business hours. Qualifying transit routes must have paired route service (service in opposite directions during all posted service times) during business hours. Only trips in one direction are counted towards the threshold. If a qualifying transit route has multiple stops within the required walking distance, only trips from one stop are counted towards the threshold. Transit service must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such transit service will exist by the Government's required occupancy date.

#### 1.06 LIST OF RLP DOCUMENTS (OCT 2021)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 36C25022L0013 (Form L100)	42	A
Agency Specific Requirements	25	B
Janitorial Requirements	9	C
Conceptual Floor Plan and Finishes	9	D
GSA Form 3516, Solicitation Provisions	6	E
GSA Form 3517B, General Clauses	17	F
Proposal to Lease Space (GSA Form 1364)	3	G
GSA Form 1217, Lessor's Annual Cost Statement	3	H
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	I
FSC Level II Security Requirements and Price List	12	J
Tenant Improvements Cost Summary TICS (Buildout)	.xlsx	K
DOL Wage Determination	8	L
Offering Entity Acknowledgement Form	1	M
Contractor Confidentiality Certificate	1	N
Past Performance Questionnaire (For References)	6	O
JWOD - AbilityOne Certification Form	1	P
Proposal Compliance Matrix	2	Q
VA Form 10091 Vendor File Request	2	R
FAR 52.204-24	4	S

B. INTENTIONALLY DELETED.

## 1.07 AMENDMENTS TO THE RLP (JUN 2012)

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

## 1.08 LEASE DESCRIPTION (OCT 2021)

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

B. The Lease contemplated by this RLP includes:

1. The terms of the Lease;
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

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

D. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. 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.

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.

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

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI alterations (which shall include the cost of the FCS items under Exhibit J of this RLP), the Government shall withhold TI pursuant to Section 1 of the Lease until such time as the TI (which shall include the cost of the FCS items under Exhibit J of this RLP) are completed and accepted by the Government. 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 the Lease.

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

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

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

## 1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

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

B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the TI. The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation.

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

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

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

#### 1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)

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, and/or reviewing similar existing Offeror records.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

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

#### 1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)

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:**

Cynthia A. Tortolano  
3140 Governors Place Blvd., Suite 210  
Kettering OH 45409  
(937) 268-6511 Ext 3093  
Cynthia.Tortolano@va.gov

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

**Alternate Government Contact:**

Brian W. Walton  
6100 Oak Tree Blvd,  
Ste 490  
Independence, OH 44131  
(216)-447-8300 ext 49519  
Brian.Walton@va.gov

#### 1.14 ~~BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)~~ INTENTIONALLY DELETED.

#### 1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020)

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

B. The small business size standard for the applicable NAICS code is found [HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/](https://www.sba.gov/size-standards/).

#### 1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)

An offeror may obtain a Unique Entity Identifier, (i) via the Internet at <https://sam.gov/content/duns-uei>, or if the offeror does not have internet access, it may call the GSA Federal Service Desk at (866)-606-8220 if located within the United States; or (ii) If located outside the United States, by calling +1 334-206-7828. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the GSA Federal Service Desk. This process of obtaining a Unique Entity Identifier is subject to change.



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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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### 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, VHA 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 ABOA 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 ABOA 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 (OCT 2021)

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

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

### 2.03 ~~SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2021)~~ INTENTIONALLY DELETED.

### 2.04 ~~SEISMIC SAFETY – HIGH SEISMICITY (OCT 2021)~~ INTENTIONALLY DELETED.

### 2.05 ~~HISTORIC PREFERENCE (SEP 2013)~~ INTENTIONALLY DELETED.

### 2.06 ASBESTOS (OCT 2021)

A. Government requires space with no asbestos-containing materials (ACM), or with undamaged, nonfriable ACM. 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. Notwithstanding the preceding, 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 material with a trace or more of asbestos quantity present.

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 and Reinspection Report Submittals. If space is offered which contains ACM, the Offeror shall submit a current asbestos-related management plan or operations and maintenance plan, along with a current asbestos re-inspection report (performed within the past 5 years) for acceptance by the Government prior to lease award. The management plan or operations and maintenance plan, and re-inspection report shall conform to generally accepted industry practice in accordance with EPA guidance.

### 2.07 ACCESSIBILITY (SEP 2013)

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

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

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

### 2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

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

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

## 2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2021)

- 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, VHA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources).
- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
  2. The agency will remain in a Building it currently occupies;
  3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
  4. The Lease is for 10,000 RSF or less.
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:
1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
  2. Lighting Improvements.
  3. Building Envelope Modifications.
- NOTE:** Additional information can be found on <http://www.GSA.gov/leasing> under "Green Leasing."
- E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES](https://www.energystar.gov/buildings/tools-and-resources). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.
- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.
- J. **All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.**
- K. INTENTIONALLY DELETED.

## **2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous use of the Building.
- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

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

### **A. Environmental Due Diligence**

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

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

### **B. National Environmental Policy Act**

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.

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

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

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

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

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

## **2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020)**

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

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

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

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

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

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## SECTION 3 HOW TO OFFER

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### 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 (OCT 2021)

#### A. Electronic method:

1. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email addresses identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal.

2. In order to be considered for award, offers conforming to the requirements of the RLP shall be received:

No later than **3:00PM Eastern Time** on the following date at the following email address:

Date: **August 30, 2022**  
Email: **Brian.Walton@va.gov** and  
**Cynthia.Tortolano@va.gov.**

3. VA currently anticipates award on or before 09-30-2022. Offers must remain open and pricing must remain valid, until award date.

- a. Offers shall be submitted to the VA, at the above referenced emails.
  - b. Offers shall be properly signed, initialed, converted to a .PDF file and indexed with bookmarks.
  - c. The technical proposal shall not contain any pricing information.
  - d. Forms are applicable to your proposal. The Matrix is a guideline only. Please fully read the RLP to make sure you are submitting all required documents.
  - e. To the extent items are missing, not adequately addressed, the Contracting Officer may determine the proposal to be non-responsive and therefore excluded from the competition, at the sole discretion of the Contracting Officer.
4. 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.
5. 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.
6. There is no paper-based submission process under this RLP and paper submissions will not be considered, unless otherwise authorized by the LCO.

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

### 3.03 PRICING TERMS (OCT 2021)

Offeror shall provide the following pricing information with its offer:

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

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

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI total cost (which shall include the cost of the FSC items under Exhibit J of this RLP), operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
4. INTENTIONALLY DELETED.

5. INTENTIONALLY DELETED.
6. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TI figures.
7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. **NOTE:** Refer to the Lease document for additional guidance.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. 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 ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
11. INTENTIONALLY DELETED.

C. Security Unit Price List: The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell or tenant improvements.

D. Tenant Improvement Cost Summary Table (TICS): The Offer shall use the TICS table to provide a cost breakdown of the Tenant Improvement Costs and shell costs which were outlined in the RLP; the lease; and the exhibits attachments. The TICS list includes various improvements and services to be provided by the Lessor.

### **3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)**

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

### **3.05 PROSPECTUS LEASE (OCT 2016)-INTENTIONALLY DELETED.**

### **3.06 ADDITIONAL SUBMITTALS (OCT 2021)**

Offeror shall also submit with its offer the following:

- A. Offering Entity Acknowledgement form provided in RLP Exhibits. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.
- B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell, TI, and FSL improvements. 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. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.
- 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, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.
- 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 LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.
- F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:
  1. Corporation – Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.
  2. Partnership -- Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.
  3. Limited Liability Company – Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.
  4. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.
- G. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for

inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at [www.nps.gov/nr](http://www.nps.gov/nr).

H. 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.

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTP://WWW.SAM.GOV](http://WWW.SAM.GOV) prior to the Lease Award Date. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

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

1. FPLS Submittal Information

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

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, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

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. A current asbestos management plan or operations and management plan, along with a current reinspection report (performed within the past 5 years), if the offered Building contains asbestos-containing materials.

O. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs 1 through 5 noted below:

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. 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. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
5. VHA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VHA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

- 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. If final proposal revisions are requested: no later than the due date for final proposal revisions (if requested), 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. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED®-NC) credits for Silver level certification. For LEED®, this documentation is the LEED®-NC scorecard. Along with the proposed scorecard or checklist, the Offeror shall submit a brief statement outlining how each of the proposed credits will be achieved. If pursuing LEED®-NC, the Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.
- T. The Offeror must provide a LEED®-ID+C scorecard documenting the proposed credits to meet LEED® certification (at the minimum Certified level). Along with the proposed LEED®-ID+C scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. In addition, the Offeror must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.
- U. INTENTIONALLY DELETED.
- V. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."
- W. INTENTIONALLY DELETED.
- X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." VHA 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, VHA at its sole discretion will make the decision whether to accept the deviation.
- Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property's hydrology.
- Z. INTENTIONALLY DELETED.
- AA. INTENTIONALLY DELETED.
- AB. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
- AC. A construction schedule giving the dates on which the various phases of permitting, design and construction (including principal categories of work) will be completed to coincide with the Government's required occupancy date and the milestones as outlined under the Lease.
- AD. Due to COVID-19 pandemic conditions, an on-site physical tour of the offered Property may not be practical. At the LCO's discretion, additional Offer submittals may be requested to include pictures, video(s), and/or a building representative conducting a walkthrough with a virtual or online meeting option provided by VHA. In these instances, additional guidance will be more particularly set forth by the LCO.
- AE. VA Form 10091 Vendor File Request Form, completed and executed.

### **3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)**

#### **A. TENANT IMPROVEMENT ALLOWANCE PRICING:**

The TI Allowance is \$250.00 per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition; as well as the FCS unit items under Exhibit J of this RLP.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs,



Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

**3.08 ~~TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017)~~ INTENTIONALLY DELETED.**

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

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

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

**3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)**

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

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

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## SECTION 4 METHOD OF AWARD

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### 4.01 NEGOTIATIONS (JUN 2012)

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

B. Negotiations may be conducted on behalf of the Government by the VHA LCO or designated representative. When negotiations are conducted, VHA 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 may conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range may 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 may be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

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

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

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

### 4.03 ~~AWARD-BASED-ON-PRICE (JUN 2012)-INTENTIONALLY DELETED.~~

### 4.04 OTHER AWARD FACTORS (OCT 2016)

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

B. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP package and will be most advantageous to the Government, price and technical award factors listed below considered. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

C. The combination, of Factors 1 through 5 below are **significantly more important than price**. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component. The following factors 1 through 5 are equally important; the following factors will be considered for award:

Factor 1 -Building, Architectural and Design Concept  
Factor 2 -Site Development  
Factor 3 -Past Performance  
Factor 4 -Operations and Maintenance Plans  
Factor 5 -Project Management Plan  
Factor 6 -Price

E. INTENTIONALLY DELETED.

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

#### 4.05 FACTOR DESCRIPTIONS (OCT 2016)

##### FACTOR 1:

###### Building, Architectural and Design Concept

This factor will evaluate the proposed architectural and design concept. Consideration will be given to each offer's demonstrated design adherence to the U.S. Pharmacopeia (USP) 795, USP 797 and USP 800 "Pharmacy Design" requirements as specifically cited in 36C25022R0218 Exhibit B- Agency Specific Requirements; Section A.6. Factor will also evaluate how well offers address space layout and flexibility requested under the RLP and Exhibits. Factor will evaluate the interior functional and special relationships demonstrated in the VA's requirements, as being met by each offer. Factor will evaluate the offered Design Concept's adherence to the shape and dimensions that will accommodate the space layout specified under 36C25022R0218 Exhibit D- "Conceptual Floor Plan and Finishes." Factor will evaluate building efficiency, functionality, energy conservation, and the way natural daylight is accessed within the building design (e.g., number of windows and skylights as well as their location). Factor will evaluate column placement, shape of footprint, and circulation systems. The Contracting Officer will reject buildings/offers that are unsuitable in configuration for the VA space, as demonstrated under Exhibit D- "Conceptual Floor Plan and Finishes." Site and building design plans shall present a clear and direct entry sequence for patients and visitors, which shall account for local wind patterns in demonstrating the cardinal direction of the proposed main entrance. Factor will also evaluate the professional and aesthetic appearance of each Offers Design Concept package submittal.

##### FACTOR 2:

###### Site Development

This factor will evaluate each Offer's development of the site to accommodate VA's conceptual building footprint. This factor will evaluate the quality of the site based on how the Offeror's development of the site accommodates the ingress and egress to and from the main (public), emergency, and staff entrances; delivery area; service entrances; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; how the landscaping design fits the surrounding areas, and how the offer adheres to the requirements of the applicable local codes and ordinances (current as of the lease Award Date) adopted by the jurisdiction in which the Building is located. Factor will also evaluate each proposal's storm water management plans under best practices and as it applies under OH0005- Storm Water Pollution Prevent Plan Checklist: STORM WATER POLLUTION PREVENTION PLAN (SWP3) CHECKLIST (OH000005) | OHIO ENVIRONMENTAL PROTECTION AGENCY Factor will also evaluate the aesthetic/strategic appeal of the offer's proposed trash screening areas; storage areas; and proposed exterior lighting.

##### FACTOR 3:

###### Past Performance:

This factor will be evaluated in accordance with FAR 15.305(a)(2). Factor will evaluate the Offeror (inclusive of the offering entity, key personnel, and predecessor companies) submitted examples of references for relevant past performance as a prime contractor during the past three (3) years, as well as those contracts and subcontracts currently in progress. Evaluation will be made as to whether each Offeror's past performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements; and will base this assessment on Offeror's submitted responses under this factor. Factor will be evaluated on Offeror's demonstrated examples of past performance, as a prime contractor, in successfully building, renovating, and maintaining facilities comparable in size and complexity to the one described in this Solicitation.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Offerors are authorized to provide information on problems encountered on the identified contracts and the corrective action(s) taken by the Offeror. The Government shall consider this information, as well as information obtained from any other sources, when evaluating Offeror past performance.

The source selection authority shall determine the relevance of similar past performance information. Medical facility projects that are comparable in size and complexity or exceed the size and complexity of this project will be considered more comparable than those that are smaller in size and less complex than this project. In the context of the above, VA projects are more comparable than non-VA federal government projects, which are more comparable than non-federal government projects. Non-medical facility projects will be considered the least comparable.

In conjunction with comparability, the Offeror's past performance will be evaluated based upon the following:

- Timeliness of Performance
- Cost Control
- Effective Management
- Customer Satisfaction
- Quality Awards
- The Technical Success of the Project
- Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

Evaluation will also consider whether or not Offeror included a list of references for the Offeror (entity) and key personnel. References may be business, financial, and/or personal, and may include letters of recommendation or commendation, awards or certifications that indicate Offeror possesses a high-quality process for developing and providing the final project or service.

The Past Performance Questionnaire (PPQ) ratings, submitted directly from the Offeror's references, shall help develop a Past Performance Evaluation.

PPQ shall address the following items:

- Name and Address of Contracting Activity
- Contract Number
- Type of Contract
- Total Contract Amount and Status
- Date of Award and Date of Completion
- Description and Location of Contract Work
- List of Major Subcontractors
- Contracting Officer or Individual Responsible for Signing Contract and Telephone/FAX Numbers
- Project Manager and Telephone/FAX Numbers
- Resident Engineer/Contracting Officer's Technical Representative or Construction Supervisor and Telephone/FAX Numbers
- Administrative Contracting Officer or Individual Responsible for Administering the Contract (if different from Contracting Officer above) and Telephone number.

**FACTOR 4:****Operations and Maintenance Plans**

Factor will evaluate the adequacy and efficiency of the proposed Operations and Maintenance Plan (OMP). Factor will evaluate how well the Offeror's demonstrate ability and plans to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility.

Factor will evaluate whether or not each Offeror's OMP addresses the below recited minimum elements under (A), (B), and (C), in a submitted narrative or chart format. Factor will evaluate whether each Offeror's OMP addresses preventative maintenance to include timeframes for preventative maintenance, e.g. daily, weekly, monthly, quarterly, annually.

**(A) Interior and Exterior Maintenance of Building and Grounds**

Provide a detailed narrative and chart detailing a proposed maintenance schedule for all major building systems. Additionally, all exterior janitorial and upkeep shall be outlined.

**(B) Routine and Emergency Calls - Procedures and Response Times**

Provide a detailed narrative and schedule for Routine and Emergency Maintenance Calls. Offeror shall include points of contact, lines of communication, etc.

**(C) Staffing Plan, Administrative Procedures, and Quality Control Plan**

Provide a staffing plan for both on-site and off-site members of the maintenance team. Offeror should include history of performance and experience for those performing maintenance work. Provide a management/administrative procedures plan for staffing. Provide a quality control plan for the overall operations and maintenance of the facility.

Operations and Maintenance Plans that provide for a clear and detailed plan specific to this project as well as a commitment to exceed any minimums stated in the RLP, will be more highly rated.

**FACTOR 5:****Project Management Plan**

Factor will evaluate the adequacy and efficiency of the proposed Project Management Plan (PMP) and its demonstrated ability to maintain and fulfill the terms of the lease contract during post-award design, construction, and during the entire lease term.

Factor will evaluate each Offeror's PMP narrative which shall address the Offeror's approach to leadership, management, decision-making authority, communication, modifications, project schedule, and quality control.

Factor will evaluate whether each Offeror's, PMP for inclusion of, at minimum, the following information:

(A) Workload of its principals, key personnel, project team, and the project teams of the Offeror's A/E, construction contractor, and operations/management team at the anticipated date of lease award through completion of construction;

(B) List of projects on which the team is anticipated to be working at the time of lease award, including project location, size, and contract value;

(C) List of projects on which the offering entity and its key personnel and members are currently bidding, including project location, size, and estimated contract value; and plan for how this project will be staffed, the roles and responsibilities of team members, particularly key personnel, and how the Offeror will approach the successful completion of the contract requirements.

VA will evaluate this factor based on a PMP submitted by the Offeror and will consider most favorably Offerors who demonstrate that they are able to successfully complete this project, given other anticipated active projects, and who have demonstrated a comprehensive PMP.

**FACTOR 6:****Price**

This Factor will evaluate each offer based on its "Present Value Price Evaluation" score as follows:

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

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

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

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. INTENTIONALLY DELETED.

5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

- a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
- b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
- c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
- d. INTENTIONALLY DELETED.

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

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

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

#### **4.06 ~~FACTOR MINIMUM STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED.**

#### **4.07 FACTOR SUBMITTAL REQUIREMENTS (OCT 2016)**

##### **Factor 1 – SUBMISSION INSTRUCTIONS:**

##### **Building, Architectural and Design Concept**

Offeror shall submit a proposed Architectural and Design Concept layout package. This package shall demonstrate how the Offeror intends to design and construct the building to the VA's RLP and Exhibits. Design package shall at minimum expressly address the following:

- 1. Demonstrates the offer's proposed layout and compliance with USP 795; 797; and UPS 800;
- 2. Demonstrates offer's space layout; interior function; special relationships (codes); adherence to the shape and dimensions of the RLP and its exhibits;
- 3. Demonstrates building efficiency, functionality, energy conservation, and the way natural day light is accessed within the building design.
- 4. Demonstrates column placement, shape of footprint, and circulation systems.
- 5. Demonstrates consideration of main entrance cardinal direction placement, based on local wind patterns.
- 6. Design package identifies each room or space, with its room identification number (as applicable), as depicted on Exhibit D- "Conceptual Floor Plan and Finishes;"
- 7. Design Package identifies and depicts all spaces not expressly identified in Exhibit D- "Conceptual Floor Plan and Finishes," however, that would be required by local, federal, or other requirement of this RLP and Exhibits.
- 8. Design package demonstrates all rooms, doors, corridors, and finishes as required by the RLP and Exhibits.
- 9. Design Package shall include a narrative that clearly explains fire protection, mechanical, electrical, security, audio visual and any special systems for the offered space per VA requirements.

Offeror shall also submit a narrative explaining the design concept's compliance under USP 700 and USP 800; and briefly summarizing the proposal's exterior design, interior finishes, and interior design concept. The narrative shall also describe the overall design concept and relationship to the proposed site under the RLP. Narrative shall also expressly note any deviations from the VA-supplied concept plan for organization of spaces, departments, building entrances, and major circulation routes.

- i. Narrative must discuss preliminary concept for interiors and finishes.
- ii. Narrative must directly and clearly explain the engineering criteria and rationale used in selecting the proposed structural system.

##### **Factor 2 – SUBMISSION INSTRUCTIONS:**

##### **Site Development**

Offeror shall provide a site plan including building and parking layout offered. Site plan shall demonstrate all significant architectural screens on the site layout. Site plan shall demonstrate all ingress and egress into site; staff entrance; delivery area service entrances; walkways; traffic patterns; proposed landscaping; proposed storm water management plans; and disclose any covenants or easements encumbering the property. Site plan shall describe overall design concept and relationship to site and context. Site plan shall describe any site and building demolition, and all site improvements including grading, exterior equipment location, parking, vehicle and pedestrian circulation, storm water retention, and landscaping under the offer.

### Factor 3– SUBMISSION INSTRUCTIONS:

#### Past Performance

Offerors must either provide the below information; or affirmatively state that it possesses no relevant, directly related, or similar past performance.

In accordance with FAR 15.305(2), past performance will be evidenced by information contained in Past Performance Questionnaires and from Government systems and records.

The Offeror:

- i. Shall affirmatively state whether the offering entity has a record of relevant past performance.
- ii. Shall send the templates of the PPQ that are attached with this RLP to references. These should be submitted using the below recited format.
- iii. Shall provide a up to three (3) of the most current contracts/leases and references, Including Project Name, Location, Contact Name, Phone Number, and Email Address.

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

**PPQs should be submitted to VA's Leasing Contract Specialist Brian Walton, at [Brian.Walton@va.gov](mailto:Brian.Walton@va.gov); with a subject line that reads:**

**"36C25022R0218, [Name of Offeror], Completed Past Performance Questionnaire, Akron , Ohio -Imaging Center"**

The PPQ's that are filled out by the Offeror's references should be submitted directly to the Leasing Contracting Specialist, on or before the due date for initial offers.

### Factor 4– SUBMISSION INSTRUCTIONS:

#### Operations and Maintenance Plan

The Offeror shall provide a detailed Operations and Maintenance Plan (OMP) which outlines how the Offeror intends to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility.

Each OMP part must be addressed in narrative and/or chart format. The OMP must include preventative maintenance to include timeframes for preventative maintenance, e.g. daily, weekly, monthly, quarterly, annually. The Plan will be evaluated as a whole and must address the following items:

(A) Interior and Exterior Maintenance of Building and Grounds

Provide a detailed narrative and chart detailing a proposed maintenance schedule for all major building systems. Additionally, all exterior janitorial and upkeep shall be outlined.

(B) Routine and Emergency Calls - Procedures and Response Times

Provide a detailed narrative and schedule for Routine and Emergency Maintenance Calls. Offeror shall include points of contact, lines of communication, etc.

(C) Staffing Plan, Administrative Procedures, and Quality Control Plan

Provide a staffing plan for both on-site and off-site members of the maintenance team. Offeror should include history of performance and experience for those performing maintenance work. Provide a management/administrative procedures plan for staffing. Provide a quality control plan for the overall operations and maintenance of the facility.

OMP's that provide for a clear and detailed plan specific to this project and RLP will be more highly rated.

### Factor 5– SUBMISSION INSTRUCTIONS:

#### Project Management Plan

The Offeror shall provide a detailed Project Management Plan (PMP) which outlines how the Offeror plans to fulfill the terms of the lease contract during post-award design, construction, and during the entire lease term, for the offered space.

The PMP shall include a narrative approach to the execution of this project from the point of lease award through VA's acceptance of the facility. The narrative shall address the Offeror's approach to leadership, management, decision-making authority, communication, modifications, project schedule, and quality control.

The Offeror shall submit a PMP that addresses the following information:

(A) Workload of its principals, key personnel, project team, and the project teams of the Offeror's A/E, construction contractor, and operations/management team at the anticipated date of lease award through completion of construction;

(B) List of projects on which the team is anticipated to be working at the time of lease award, including project location, size, and contract value; and

(C) List of projects on which the offering entity and its key personnel and members are currently bidding, including project location, size, and estimated contract value; and plan for how this project will be staffed, the roles and responsibilities of team members, particularly key personnel, and how the Offeror will approach the successful completion of the contract requirements.

VA will evaluate the offer based on a PMP submitted by the Offeror and will consider most favorably Offerors who demonstrate that they are able to successfully complete this project, given other anticipated active projects, and who have demonstrated a comprehensive PMP.

PMP's that provide for a clear and detailed plan specific to this project, and the project's successful completion, will be more highly rated.

### Factor 6 – SUBMISSION INSTRUCTIONS

#### Price

The Offeror shall:

- i. Complete the GSA 1217 -The Offeror must submit a signed copy of GSA Form 1217, Lessor's Annual Cost Statement, with the offer; and
- ii. Complete the GSA 1364-The Offeror must submit a signed copy of GSA Form 1364, Proposal to Lease Space, with the offer; ~~and~~
- ~~iii. Complete the TICS Pricing -The Offeror must submit a completed TICS table (Equal placeholder Tenant Improvement Allowance (TIA) values will be applied to each offer under Factor 6 for evaluation); and~~
- ~~iv. Complete the FSC II Unit Pricing List exhibit. The Offeror must submit a comprehensive and executed copy of the FSC II Unit Pricing List. (Equal placeholder TIA - values will be applied to each offer under Factor 6 evaluation)~~

Price will be evaluated based on the Present Value Price Evaluation score, as recited under RLP 36C25022R0218, Section 4.09.

**4.08 DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED.**

**4.09 PRESENT VALUE PRICE EVALUATION (OCT 2016)**

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

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

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

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. INTENTIONALLY DELETED.

5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

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

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

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

d. INTENTIONALLY DELETED.

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

(i) The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.

(ii) The underlying costs equals the TIA divided by (1 + A/E fee percentage)  
 $\$300,000 / 1.05 = \$285,714.29$

(iii) A/E fees at 5% of the underlying costs are  $.05 \times \$285,714.29 = \$14,285.71$

(iv) Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000

(v) The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$300,000 \times .05 = \$15,000$ .

(vi) The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%. The amortized rental rate (which is not applicable to this lease) for the tenant improvement allowance would be increased by this percentage for purposes of price evaluation.

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

**4.10 AWARD (OCT 2021)**

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

DOCUMENT NAME	EXHIBIT
Lease No. 36C25022L0013 (Form L100)	
Floor Plan(s)	A
Agency Specific Requirements	B
Janitorial Requirements	C
Parking Plan	D
Finish Schedule	E
FSC Level II Security Requirements and Price List	F
GSA Form 3517B General Clauses	G
DOL Wage Determination	H

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.



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## SECTION 5 ADDITIONAL TERMS AND CONDITIONS

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### 5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

Section. 1.02 Amount and Type of Space, Lease Term, And Occupancy Date (OCT 2020)  
Section. 1.03 Area of Consideration (OCT 2021)  
Section. 1.04 Unique Requirements (OCT 2021)  
Section. 1.05 Neighborhood, Parking, Location Amenities, and Public Transportation (OCT 2021)  
Section. 1.06 List of RLP Documents (OCT 2021)  
Section. 1.08 Lease Description (OCT 2021)  
Section. 1.16 Unique Entity Identifier (OCT 2021)  
Section. 2.01 Efficiency of Layout (OCT 2011)  
Section. 3.02 Receipt of Lease Proposals (OCT 2021)  
Section. 3.03 Pricing Terms (OCT 2021)  
Section. 3.06 Additional submittals (OCT 2021)  
Section. 4.01 Negotiations (OCT 2012)  
Section. 4.04 Other Award Factors (OCT 2016)  
Section. 4.05 Factor Descriptions (OCT 2016)  
Section. 4.07 Factor Submittal Requirements (OCT 2016)  
Section. 4.10 Award (OCT 2021)