

VA REQUEST FOR  
LEASE  
PROPOSALS  
NO. 36C24523R0113  
Prestonsburg CBOC,  
KY

**Offers due by  
3/16/2023**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 3:00 PM EST 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  
GSA R100 (10/22)**

## TABLE OF CONTENTS

GLOBAL RLP .....	1
<b>SECTION 1 STATEMENT OF REQUIREMENTS .....</b>	<b>1</b>
1.01 GENERAL INFORMATION (OCT 2020) .....	1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022) .....	1
1.03 AREA OF CONSIDERATION (OCT 2021) .....	1
1.04 UNIQUE REQUIREMENTS (OCT 2021) .....	2
1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2021) .....	2
1.06 LIST OF RLP DOCUMENTS (OCT 2022) .....	3
1.07 AMENDMENTS TO THE RLP (JUN 2012) .....	4
1.08 LEASE DESCRIPTION (OCT 2021) .....	4
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) .....	4
1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022) .....	4
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) .....	5
1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021) .....	5
1.13 AUTHORIZED REPRESENTATIVES (OCT 2020) .....	5
1.14 <del>BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)</del> INTENTIONALLY DELETED .....	5
1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020) .....	5
1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021) .....	5
<b>SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD .....</b>	<b>6</b>
2.01 EFFICIENCY OF LAYOUT (AUG 2011) .....	6
2.02 FLOOD PLAINS (OCT 2022) .....	6
2.03 SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2022) .....	6
2.04 <del>SEISMIC SAFETY—HIGH SEISMICITY (OCT 2022)</del> INTENTIONALLY DELETED .....	7
2.05 HISTORIC PREFERENCE (SEP 2013) .....	7
2.06 ASBESTOS (OCT 2021) .....	8
2.07 ACCESSIBILITY (SEP 2013) .....	8
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) .....	8
2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022) .....	9
2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) .....	10
2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014) .....	10
2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020) .....	10
<b>SECTION 3 HOW TO OFFER .....</b>	<b>12</b>
3.01 GENERAL INSTRUCTIONS (JUN 2012) .....	12
3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021) .....	12
3.03 PRICING TERMS (OCT 2022) .....	13
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) .....	14

3.05	<del>PROSPECTUS LEASE (OCT 2022) INTENTIONALLY DELETED</del>	14
3.06	ADDITIONAL SUBMITTALS (OCT 2022)	14
3.07	TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)	16
3.08	<del>TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017) INTENTIONALLY DELETED</del>	17
3.09	<del>SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022) INTENTIONALLY DELETED</del>	17
3.10	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)	17
3.11	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)	17
3.12	<del>UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) INTENTIONALLY DELETED</del>	17
<b>SECTION 4</b>	<b>METHOD OF AWARD</b>	<b>18</b>
4.01	NEGOTIATIONS (JUN 2012)	18
4.02	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)	18
4.03	<del>AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED</del>	18
4.04	OTHER AWARD FACTORS (OCT 2016)	18
4.05	FACTOR DESCRIPTIONS (OCT 2016)	19
4.06	<del>FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED</del>	20
4.07	<del>FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED</del>	20
4.08	<del>DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED</del>	20
4.09	<del>PRESENT VALUE PRICE EVALUATION (OCT 2022) INTENTIONALLY DELETED</del>	20
4.10	AWARD (OCT 2022)	20
<b>SECTION 5</b>	<b>ADDITIONAL TERMS AND CONDITIONS</b>	<b>21</b>
5.01	<del>MODIFIED RLP PARAGRAPHS (OCT 2016) INTENTIONALLY DELETED</del>	21
5.02	<del>SWING SPACE — RLP (OCT 2022) INTENTIONALLY DELETED</del>	21

# REQUEST FOR LEASE PROPOSALS NO. 36C24522R0113

GLOBAL RLP GSA R100 (OCT 2022)

## 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 draft lease form (GSA Form L100) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a VA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease form (GSA Form L100). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease 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 2022)

A. The Government is seeking up to 13,500 of net usable square feet (NUSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable NUSF standards. The space must be contiguous (i.e. under one roof or in one building) with a preference given for ground floor occupancy and can be no more than two floors. The space must fulfill the requirements for Patient Aligned Care Team (PACT) design and VA design guide standards. PACT design guide is found at: <https://www.cfm.va.gov/tii/dGuide/dgPACT.pdf> and the VHA Construction and Facilities Management standards are found at: <HTTPS://WWW.CFM.VA.GOV/INDEX.ASP>.

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 0 structured/inside parking spaces and 100 surface/outside parking spaces, reserved for the exclusive use of the leased space. 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. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be 20 Years (10 Years Firm, 10 Years Soft) with Government termination for convenience rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than 90 days' prior written notice. Should the Government make the determination to modify the term an amendment to the RLP will be issued.

G. The Lease Term Commencement Date will be on or about **October 1, 2026**, or upon acceptance of the Space, whichever is later.

### 1.03 AREA OF CONSIDERATION (OCT 2021)

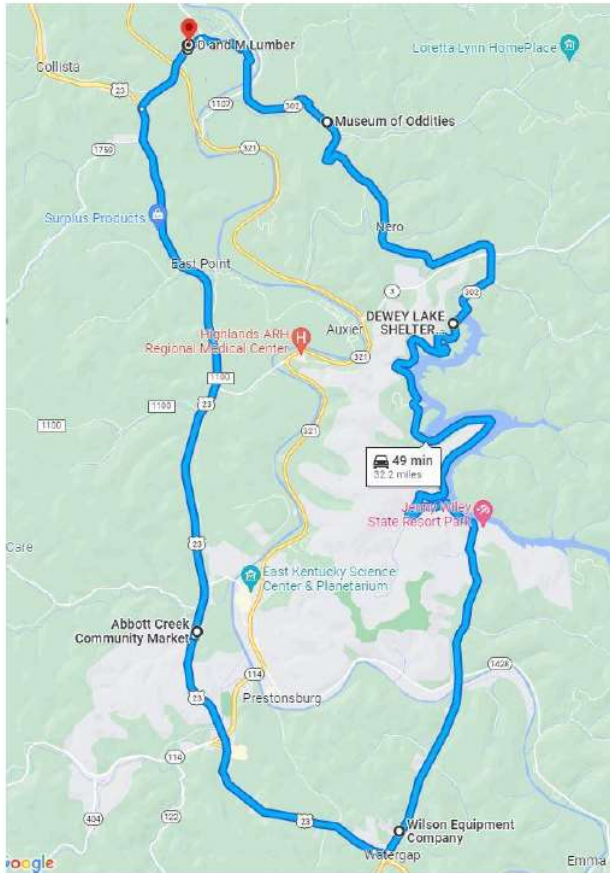
The Government requests space in and abounding area as follows:

**North:** State Hwy 1428, Hagerhill, KY

**West:** US-23

**South:** Intersection of US-23 and KY-302

**East:** KY-302



Buildings 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:

All requirements as stated in the RLP and Exhibits added hereto and become part of this RLP.

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

A. Neighborhood and Parking: Inside City Center: Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The VA dedicated on-site parking will be no less than 100 spaces and shall be increased to meet current local code requirements if necessary. Lessor is responsible for meeting parking code. Parking spaces open to the general public to accommodate employees and visitors shall be located within the immediate vicinity of the Building but generally not exceeding a walkable 2,640 feet of the employee entrance of the offered Building as determined by the LCO. These parking facilities do not substitute for the required parking under Paragraph 1.02(C).

B. Neighborhood and Parking: Outside City Center: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The VA-dedicated on-site parking will be no less than 100 spaces and shall be increased to meet current local code requirements, parking-to-square-foot ratio available on-site shall be the greater of current local code requirements and shall be not less than 100 spaces. Ten (10) of the parking spaces shall be assigned as handicapped accessible parking spaces with (2) two of those being van-accessible and located in the first row closest to the entrance of the clinic.

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.
2. VA requests a variety of employee services, such as restaurants, retail shops, cleaners, and banks, will be located within the immediate vicinity of the Building. The primary functional entrance of the Building will be within safely accessible, walkable 2,640 foot distance of at least seven (7) instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining five (5) instances must fall within at least 2 of the Diverse Use Categories shown below:

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

To be considered, amenities must be accessible from the Building by continuous sidewalks, walkways, or pedestrian crosswalks. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date. Amenities that are rated as unfavorable include: childcare, community or recreation center for children, K-12 school, bars, or other establishments with alcohol or pornography distribution.

D. Transit Accessibility: VA prefers a bus rapid transit stop shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 2,640 feet from the principal functional entrance of the building, as determined by the LCO.

#### 1.06 LIST OF RLP DOCUMENTS (OCT 2022)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 36C24523L0005 (Form L100)	41	A
Agency's Specific Requirements	4	B
Security Requirements for Level II	8	C
GSA Form 3516, Solicitation Provisions	6	D
GSA Form 3517B, General Clauses	21	E
GSA Form 1364, Proposal to Lease Space	3	F
GSA Form 1217, Lessor's Annual Cost Statement	1	G
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	H
Addendum to SAM Representation and Certification	2	I
Pre-Lease Building Security Plan	TBD	J
Building Security Unit Price List	2	K
U.S. Department of Labor Wage Determination	7	L
Tenant Improvement Cost Summary (TIC's Table)	1	M
Contract Submittal Schedule	4	N
Government's Typical Building Layout	1	O
VHA Outpatient Clinic Space Planning Criteria (Space Requirement)	1	P
Seismic Offer Forms	TBD	Q
Floor Plan(s)	TBD	R
Site Plan(s)	TBD	S
Sub-Contracting Plan (Small Business)	TBD	T
Emergency / Maintenance Service Plan	TBD	U
Program Management Plan	TBD	V
Interior Signage Requirement	TBD	W
Asbestos Containing Material Report and Certification	TBD	X
Prior Use of Building Report	TBD	Y
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)	4	Z

## **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 term 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, sufficient to include tenant improvement price with offer.
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, turnkey Lease with monthly rental payment that covers all Lessor costs, including all shell upgrades, direct and subcontracted services, operating costs including utilities and housekeeping, parking, and real estate taxes. Rent shall be based upon a proposed rental rate per Net Usable Square Foot (NUSF), limited by the offered rate and the maximum NUSF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP, Lease, and Exhibits. The Lessor shall design and build the TIs after award of the lease; design reflects the VA's full requirements. The Lessor shall provide a not-to-exceed cost for design, project management, buildout of TIs and all other costs related to and associated with TI, will be compensated up to the not-to-exceed costs. Although the TI requirements will not be fully developed until after award, offerors shall provide the not-to-exceed costs as part of the lease proposal and the not-to-exceed price will be in the lease in the Tenant Improvement Rental Adjustment paragraph. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Lease and Exhibits. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. VA review and approval does not release the Lessor from the obligation to meet the requirement as stated in the lease. 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, actual NUSF not to exceed 13,500 NUSF, and the lease term shall commence. During the term of the Lease, rent will not 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 2022)**

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 must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures. Security upgrades will be paid in lump sum as part of Tenant Improvements.

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.
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.

Offerors may contact the Primary Government Contact designated below:

Maricela Everitt, Lease Contract Specialist, NCO4  
Maricela.Everitt@va.gov

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

Ms. Roberta Smiley, Lease Contracting Officer, NCO4  
Roberta.Smiley@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.
- 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)**

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [WWW.SAM.GOV](http://WWW.SAM.GOV) for the designated entity for establishing unique entity identifiers. If an offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one.



---

## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

---

### 2.01 EFFICIENCY OF LAYOUT (AUG 2011)

- A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, the Offeror will provide a conceptual layout to demonstrate that the offered space has capability to fulfill the VA requirements to include floor layout for Patient Aligned Care Team (PACT) design. Provide conveyance of full understanding of PACT design requirements. PACT design standards are found at <https://www.cfm.va.gov/ttl/dGuide/dgPACT.pdf>. Proposals are at the Offeror's expense. The Government will advise the Offeror if the conceptual design layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will not exceed the maximum NUSF in this RLP offer package to include any adjustments that may take place during design after award. If the Offeror is already providing the maximum NUSF and cannot meet the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable. Government requires offered space to provide for easy circulation for Veterans in the offered space.

### 2.02 FLOOD PLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 1-percent-annual-chance floodplain (formerly referred to as 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 1-percent-annual-chance floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance 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 2022)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this RLP.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a representation that the Building will have less than 10,000 NUSF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
  2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
  3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
  4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
  5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
  6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. **Definitions.** For the purpose of this paragraph:
1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](http://www.asce.org/publications/).

2. "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](http://www.asce.org/publications/).
3. "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
4. "Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
5. "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from [HTTPS://WWW.NIST.GOV/PUBLICATIONS/STANDARDS-SEISMIC-SAFETY-EXISTING-FEDERALLY-OWNED-AND-LEASED-BUILDINGS-ICSSC](https://www.nist.gov/publications/standards-seismic-safety-existing-federally-owned-and-leased-buildings-icssc).
6. "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
7. "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
8. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
9. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
10. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

#### **2.04 SEISMIC SAFETY – HIGH SEISMICITY (OCT 2022) INTENTIONALLY DELETED**

#### **2.05 HISTORIC PREFERENCE (SEP 2013)**

- A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:
  1. Historic Properties within Historic Districts.
  2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
  3. Historic Properties outside of Historic Districts.
- B. Definitions:
  1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
  2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).
  3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).
  4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).
- C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.
- D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:
  1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
  2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.

2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

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

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

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

## **2.06 ASBESTOS (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 2022)**

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. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. Notwithstanding the above, buildings that meet the following are considered as equivalent to having an Energy Star label in the most recent year. 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.

## **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/PROOF-OF-COMPETENCY-OTHER-DOCUMENTATION](https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/proof-of-competency-other-documentation). The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

---

## SECTION 3 HOW TO OFFER

---

### 3.01 GENERAL INSTRUCTIONS (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. Unless otherwise authorized by the LCO or his/her designated representative, offers may only be submitted electronically to the VA primary contact identified in Section 1.13 using email submission with the subject "Lease Proposal Prestonsburg CBOC: 36C24522R0113." Offers may be submitted using multiple emails. If using multiple emails, the subject line should include the sequential number and total number of emails. For example: Lease Proposal Prestonsburg CBOC 36C24522R0113 1 of 4; Lease Proposal Prestonsburg CBOC 36C24522R0113 2 of 4; Lease Proposal Prestonsburg CBOC: 36C24522R0113 3 of 4; Lease Proposal Prestonsburg CBOC 36C24522R0113 4 of 4.
2. In order to be considered for award, offers conforming to the requirements of the RLP shall be submitted by email **no later than the date and time provided on the front of this RLP.**
3. 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.

Offer will be submitted in five (5) Volumes. Offers submitted in other formats may be considered unresponsive at the discretion of the LCO.

#### **Volume 1**

- a. Building Location Narrative, a map may be included, containing evidence of demonstrating amenities, public transportation and ease of access and egress. Provide narrative to address Factor 1 found in RLP section entitled "Other Award Factors." Narrative should not exceed five (5) pages, single space type in 10 pt. or larger font, .5 margin are larger. If narrative exceeds five pages, the evaluation board will read and consider only the first five pages.
- b. Building and Design Concept Narrative: Provide narrative to address Factor 2 found in RLP section entitled "Other Award Factors." Narrative should not exceed three (3) pages, single space type in 10 pt. or larger font, .5 margin are larger. If narrative exceeds three pages, the evaluation board will read and consider only the first three pages.
- c. Site Plan: (1) Footprint of property, parking, total building and footprint of offered space within the building; (2) footprint of offered space within the building; (3) list of other tenants if building is multiple tenant space.
- d. Conceptual layout to demonstrate that offered space meets VA requirement for space to include PACT design (RLP Section 2.01 and 3.06 (o))
- e. FEMA Flood Plains map showing offered space is outside the 100-year flood plain (RLP Section 2.02)
- f. Legal Description of Property and tax ID number associated with the property; other information (prior year tax bills; fact sheet; tax parcel map) (RLP Section 3.06)
- g. Time required to Occupy Space Narrative: provide narrative to address Factor 3 found in RLP section entitled "Other Award Factors." Narrative should not exceed three (3) pages, single space type in 10 pt. or larger font, .5 margin are larger. If narrative exceeds three pages, the evaluation board will read and consider only the first three pages.
- h. Proposed Milestone Plan or Critical Path of Build Out Phase (RLP Section 4.05)
- i. Parking Narrative: One-page narrative to explain how parking requirement will be met (RLP Section 3.06L)
- j. Proof of status/preferences or statement that none apply:
  1. Historical Preference (RLP Section 2.05)
  2. National Historic
  3. Socio-economic status (i.e. Hub-zone, SDVOSB, VOSB, SB, or other socio-economic status)

#### **Volume 2:**

- a. GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A&B) (RLP Section 1.06 for Exhibit)
- b. Asbestos certification or asbestos management plan if ACM is present (RLP Section 2.06 and 3.06)
- c. Prior use (RLP Section 3.06)
- d. Compliance with Energy Star Requirements (RLP Section 3.06 (R); Green Globes Scorecard & Statement Requirements (RLP Section 3.06 S&T) or Narrative addressing energy concerns.
- e. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) (RLP Section 1.06 for Exhibit)
- f. Proof of ownership or written agreement of interest (RLP Section 3.06)
- g. Proof of Signing Authority (RLP Section 3.06)

- h. Conflict of interest statement or statement that there is no conflict of interest (RLP Section 3.06)
- i. System for Award Management (SAM) – active registration for All Awards
- j. Evidence of at least Conditional Commitment of Funds (RLP Section 3.06)
- k. Evidence of proper zoning (RLP Section 3.06)
- l. Any deviations from the Government's Stated Requirement (RLP Section 3.06 X)
- m. Pre-lease building security plan (RLP Section 3.45)
- n. Contract Submittal Schedule (RLP Section 1.06 for Exhibit)
- o. Seismic offer forms (RLP Section 2.03)

**Volume 3:**

- a. Technical Capability Narrative: provide narrative to address Factor 4 found in RLP section entitled "Other Award Factors." Narrative should not exceed 10 pages, single sided, single space type in 10 pt. or larger font, .5 margin are larger. If narrative exceeds 10 pages the evaluation board will read and consider only the first 10 pages.
- b. Supporting Information
- c. Program Management & Response Plan (RLP Section 4.05)
- d. Emergency Preparedness Plans (RLP Section 4.05)
- e. Past Performance References:
  - (1) Submit up to 3 past performance references (FAR 15.305(2)).
  - (2) Submit a list of all VA lease projects completed in the past 5 years.
    - Federal Department or Agency serviced
    - Year and period of performance services were performed
    - Contract number
    - Contracting Officer's name, telephone, and email
    - Total amount of the contract
    - Brief description of leased space provided; &
    - Explanation of any problems or delays encountered.
- f. Subcontracting Plan

**Volume 4:**

- a. GSA Form 1364, Proposal to Lease Space (RLP Section 1.06 for Exhibit and 3.03)
- b. GSA Form 1217, Lessor's Annual Cost Statement (RLP Section 1.06 for Exhibit and 3.03)
- c. Building Security Unit Price List (RLP Section 1.06 for Exhibit and 3.03)
- d. Tenant Improvements Cost Summary (RLP Section 1.06 for Exhibit and 3.03)

**Volume 5: Other / Miscellaneous (if required)**

Offeror may include an additional Volume 5 to submit additional information that Offeror considers to be pertinent to this RLP. However, if Offeror submits Volume 5 it may be considered or omitted from consideration in the award evaluation at the sole discretion of the LCO.

**3.03 PRICING TERMS (OCT 2022)**

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 NUSF and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
  - 2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the NUSF Space offered as required in this RLP.
  - 3. The annual cost per NUSF 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 NUSF and RSF, respectively.
  - 4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per NUSF and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be in accordance with the requirements as stated in this RLP. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period. The VA may elect to amortize or pay TI in lump sum notwithstanding Offeror's preference.



5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per NUSF and RSF per year. Refer to the security requirements attached to the Lease.

6. A shell rate per NUSF and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs.

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. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

10. Compensation to Offeror's broker - The VA will not pay broker fees and this fact should be correctly represented in block 25.b.

C. TI Unit Price List. See Exhibits in Section 1.06.

D. No Brokerage Commission Agreement will be included between VA and the Lessor for commissions identified in the GSA Form 1217.

### **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 2022) INTENTIONALLY DELETED**

### **3.06 ADDITIONAL SUBMITTALS (OCT 2022)**

Offeror shall also submit with its offer the following:

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

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

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

D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, 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 [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) 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. Narrative of 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. Concept drawing of design layout to ensure space can accommodate VA Space Plan and PACT design; VA prefers plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet 1 through 4 noted below:

1. All plans submitted for consideration shall include floor layout plan(s) for which Space is being offered. Each plan submitted shall include the locations of all exit stairs, elevators, columns, shafts, corridors, VA Space Plan and PACT design requirements, demarcation points, ingress and egress. 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. All architectural features of the Space shall be drawn to scale and accurately shown.
3. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated, to include ADA, ABAAS standards.
4. Also include separate documents showing (1) complete building with NUSF and location of offered space within the building; (2) Site Plan with building location and parking; (3) layout of site, ingress and egress, and utility service lines.

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

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

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

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

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

V. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."

W. If applicable, information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

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." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

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. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.

AA. 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.

AB. 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 the Government. In these instances, additional guidance will be more particularly set forth by the LCO.

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

#### **A. TENANT IMPROVEMENT TURNKEY PRICING**

Lease and Exhibits are provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the successful

Offeror as part of the rental consideration and all improvements shall meet the quality standards and requirements of this RLP and its attachments. Pricing for TI is proposed using the Tenant Improvement Cost Summary (TICS) and is a not-to-exceed price.

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, permitting, security, labor, materials, unit price list items, and other associated project fees necessary to prepare construction documents and to complete the TIs, and all other costs associated with TI. 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 2022)~~ 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 Green Globes® for Sustainable Interiors (GG®-SI) requirements into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements (at the minimum One Green Globes level) 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. There will be no adjustments for operating costs. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document.

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

---

## SECTION 4 METHOD OF AWARD

---

### 4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral, written or virtual negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing via email.

The Government may further limit the competitive range in accordance with FAR 15.306(c)(2).

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

The Government reserves the right to award without discussions. Therefore, offerors should submit best offer with initial submissions. If the Government determines that discussions are necessary to achieve best value, the Government may hold discussions.

### 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 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 non-price award factors listed below considered. The best value tradeoff process permits tradeoffs among price and non-price factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

B. All non-price factors when combined are **significantly more important than cost or price**.

C. The following award factor(s) will be considered. Non-price factors are listed in descending order of importance

Factor 1. Location of Space

Factor 2. Building and Design Concept

Factor 3. Time Required to Occupy the Space

Factor 4. Technical Capability

Factor 5. Past Performance

Factor 6. Price

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

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

F. A proposal may be determined "unacceptable" for award if any of the Evaluation Factors or Subfactors are rated as unacceptable following evaluation of proposal.

G. Evaluation: Offered non-price factors will be evaluated using adjectival ratings supported by narratives.

#### **4.05 FACTOR DESCRIPTIONS (OCT 2016)**

A. **Factor 1: Factor 1: Location of Space.** This factor considers the proximity of the location of the proposed facility to a variety of eating, shopping and public transportation which may be conveniently used by VA's patients, family, and staff. Offerors must demonstrate this information within the design concept narrative.

B. **Factor 2: Building and Design Concept.** VA will evaluate the plans, design concept narrative, and concept design based upon the following sub-factors which when combined create the building and design concept. Each sub-factor is of equal importance:

- a. Subfactor 1. Ability to Accommodate Facility Layout – VA will evaluate the number and size of floors, column placement, shape of footprint, and placement of mechanical and plumbing core.
- b. Subfactor 2. Building Design - This sub factor refers to the appropriateness of the shell design in meeting VA program vision, needs and goals. Building aesthetics, efficiency, energy conservation, functionality, age, and condition of building systems, and building quality are key elements to be considered. The building and design concept is more important than the three remaining factors. This factor refers to the technical excellence and the appropriateness of the building design in meeting VA program needs and goals. Building efficiency, energy conservation, functionality, and building systems are key elements to be considered.

C. **Factor 3: Time Required to Occupy the Space.** This factor refers to the time required to activate the clinic. Offeror possesses the capability to allow the Government to move in no later than October 1, 2026, and offeror shall provide a schedule illustrating how this goal will be achieved. Each sub-factor is of equal importance:

- a. Subfactor 1. Availability – Provide the timetable for preparing the facility for occupancy upon agreement and execution of the lease. The VA will prefer that space can be brought to suitability in the least amount of time as possible.
- b. Subfactor 2. Quality of Site – The offeror must address each item listed below within the design concept narrative:
  - i. Compatibility of Surrounding Land Usage – This sub-factor considers the degree to which the proposed space will be located in a neighborhood consistent with corporate administrative usage and security of personnel.
  - ii. Degree of Access to the VA Medical Center's main campus and to public transportation which may be conveniently used by VA's patients, family and staff. Offerors must demonstrate this information within the design concept narrative.
  - iii. Location of inexpensive and moderately priced fast food and/or eat-in restaurants.

D. **Factor 4: Technical Capability.** The VA will evaluate the plans and design concept narrative based upon the following sub- factors. Each sub-factor is of equal importance:

- a. Subfactor 1. The merit or excellence of the contractor's proposed approach to performing the work identified in the solicitation, the proposed transition into the contract, the vendor's plan to provide equipment and then proposed coverage providing the required service.
- b. Subfactor 2. Offerors are required to provide a Program Management Plan that provides clear rationale for its program management for emergency and non-emergency situations. Non-emergency situations involve unforeseen infrastructure repairs that do not immediately threaten damage to property or compromise the safety of employees, visitors, and patients. Offers should include 8-hour contact information for building superintendent and two alternates that could make decisions on behalf of the owner should issues arise that require building management response. Emergency situations involve an immediate threat to the integrity of the building and the safety of the property and people in the vicinity, impacting continued health care operations. A sample of an Emergency Response plan shall be included which will detail the installation of an automated security monitoring system connected to a 24-hour call center, and shall include a response time of within 1 hour of notification

E. **Factor 5. Past Performance.** Past performance is a measure of the degree to which an offeror has 1) satisfied customers in the past, and 2) complied with federal, state, and local laws and regulations. The assessment of past performance will be subjective and based mainly on offeror responsiveness with customers and others. The Government may evaluate the performance data provided by offerors or obtained from other sources:

- a. Provide three references for previous leases, including name and telephone number of individuals. Offeror may Provide information on problems encountered on identified leases and the offeror's corrective action. The Government will be evaluating past performance on previous lease projects including offerors without relevant performance history and offerors who encountered problems, in accordance with GSAR 515.305 and FAR 15.305(a)(2).

Past performance assessments may be based on information such as the contracting officer and evaluator's knowledge of previous experience with leases. The assessment will consider quality of work, timeliness of performance, company and key personnel, customer satisfaction and business relations.

- F. **Factor 6. Price.** Price is always a consideration. Price or cost analysis will be conducted to rate this factor. To be eligible for award price must be determined to be fair and reasonable.

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

**4.07 ~~FACTOR SUBMITTAL REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED**

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

**4.09 ~~PRESENT VALUE PRICE EVALUATION (OCT 2022)~~ INTENTIONALLY DELETED**

**4.10 AWARD (OCT 2022)**

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

1. Lease No. 36C24523L0005 and all Exhibits, as shown in Lease Section 1.07.

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

---

## SECTION 5 ADDITIONAL TERMS AND CONDITIONS

---

5.01 ~~MODIFIED RLP PARAGRAPHS (OCT 2016)~~ INTENTIONALLY DELETED

5.02 ~~SWING SPACE - RLP (OCT 2022)~~ INTENTIONALLY DELETED