

VA REQUEST FOR
LEASE
PROPOSALS
(RLP) NO.
36C24W22R0007
Klamath Falls, OR

**Offers due
by
10/14/2022**

To be considered for award, offers conforming to the requirements of the RLP shall be received no later than 5:00 PM MT on the date above.

See Section 3.02 "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 Section 4.04 describing 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 TEMPLATE R100 (10/21)**

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REQUEST FOR LEASE PROPOSALS NO. 36C24W22R0007

[9/6/2021]
GLOBAL RLP GSA TEMPLATE R100 (OCT 2021)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (OCT 2020)

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

B. Included in the RLP is EXHIBIT A – Global Lease Template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled “Definitions and General Terms” shall apply to the terms of this RLP.

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

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

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

A. The Government is seeking a minimum of **15,000** to a maximum of **15,950** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) not to exceed (NTE) **22,600 Rentable Square Feet (RSF)** of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. The Space shall be 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 VA requires **0** structured / inside parking spaces and **55** surface / outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

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

E. 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 **10 Years, 5 Years Firm, 5 Years Soft**, with Government termination rights, in whole or in parts, effective at any time after the 5-year Firm Term of the Lease by providing not less than **120** days’ prior written notice. The Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget Scorekeeping: Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the Firm or Soft term, an amendment to the RLP will be issued.

G. The Lease Term Commencement Date will be on or about **12/01/2022**, or upon acceptance of the Space, whichever is later.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North: Highway 97 and 39 Extended

(Details: Hwy 97 to Dan Obrien Way (East to South) turns into Campus Dr., Town Center Dr. (South), to the South-East to Foothills Blvd, travel on Foothills Blvd (Eastbound) to Patterson Street

South: Highway 140 Extended

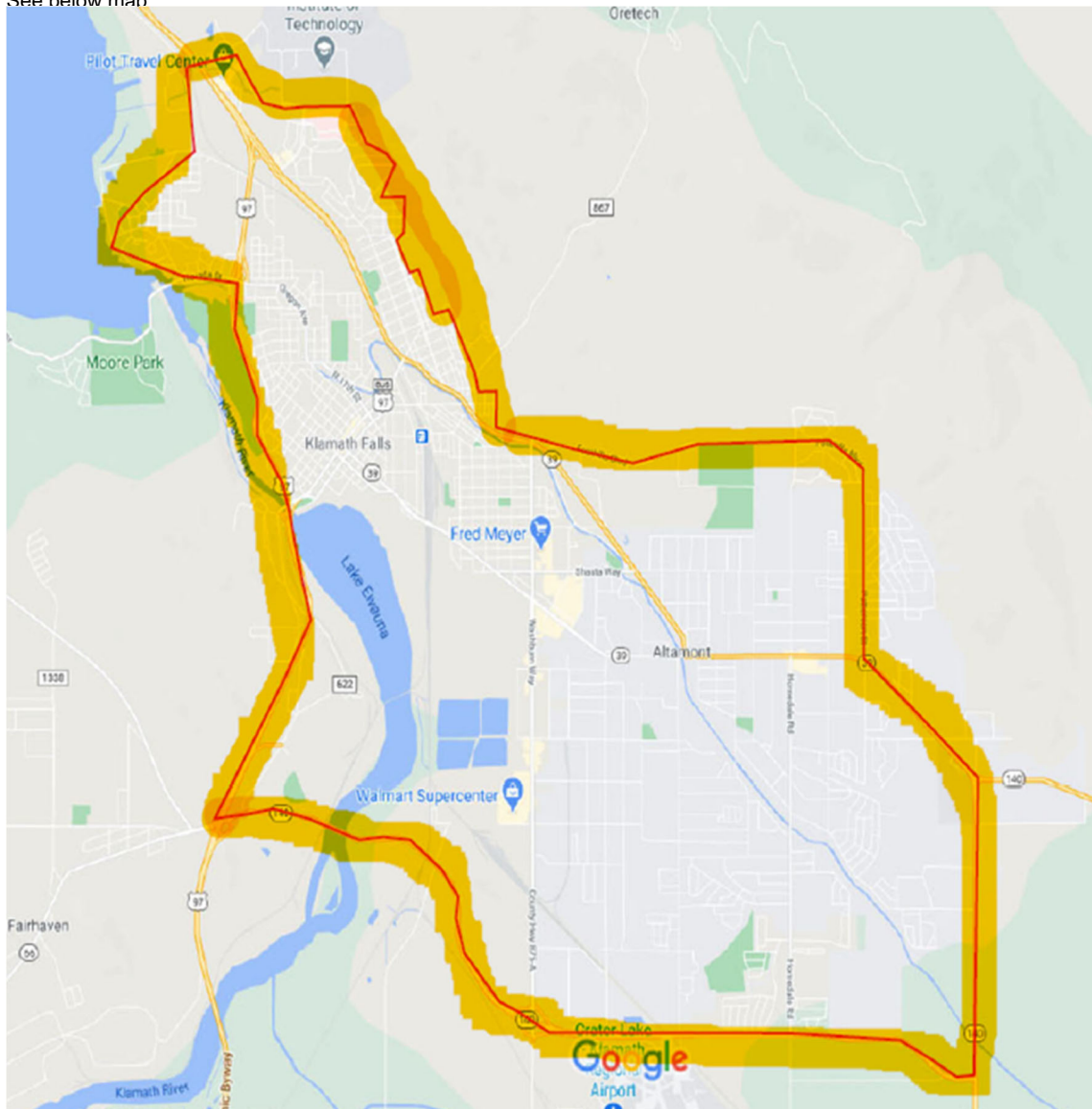
East: Highway 140 and 39 Extended: Patterson Street (Southbound) to Hwy 39 / S. 6th Street, Continue South on Hwy 39/140 to Hwy 140 West.

West: Highway 140 and 97 Extended

Lakeport Blvd (South) to Hanks St. (Southwest), to Front St. (Southeast), to Nevada St. (East), to Hwy 97 (Southbound), to Hwy 140 (Eastbound), to Hwy 39.

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

See below map:



1.04 UNIQUE REQUIREMENTS (OCT 2021)

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

SEE EXHIBIT B – FOR AGENCY SPECIFIC REQUIREMENTS

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

A. Neighborhood and Parking: Inside City Center:

Space **preferred to be** 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. Parking facilities with an adequate availability of parking spaces open to the general-public to accommodate employees and visitors **preferred to be** located within the immediate vicinity of the Building but generally not exceeding a walkable **2640 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 **preferred to be** located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at an approximate ratio of one (1) space for every 370 RSF.

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building **preferred to be** connected to public sidewalks by continuous, accessible sidewalks.

2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, **preferred to be** located within the immediate vicinity of the Building. The primary functional entrance of the Building shall 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), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K–12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

To be considered, amenities are **preferred to 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.

D. Transit Accessibility: A subway, light rail, or bus rapid transit stop, **if exists and/or available are preferred to 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 2021)

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

EXHIBIT	DOCUMENT NAME	NO. OF PAGES
A	VA Lease No. 36C24W22L00xx (Template L100)	45
B	Agency Specific Requirements (ASR) (v.9-6-2022)	52
C	Security Requirements for Level II (v.6-21-2019)	15
D	GSA Form 3516, Solicitation Provisions	6
E	GSA Form 3517B, General Clauses	18
F	Proposal to Lease Space (GSA Form 1364)	3
G	GSA Form 1217, Lessor's Annual Cost Statement	3
H	GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	7
I	Security Unit Price List	4
J	Seismic Offer Forms	11
K	TI Unit Price List (TIC's)	TBD
L	Vendor File Request Form VA 10091	2
M	DOL Wage Determination	11
N	Contractors Qual. & Fin. Information (GSA 527)	6
O	Past Performance Questionnaire	3
P	Architect-Engineer Qualifications (SF 330)	14
Q	GSAR 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space (JUN 2021)	4
R	FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)	4
S	VA Handbook H-18-8 Seismic Design Requirements for Leases	27

B. In addition to the documents identified above, this RLP package includes additional agency requirements containing sensitive information that is only available to Offerors upon request to the LCO or Alternate Government Contact as listed under Section 1 of this RLP.

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

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

D. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

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

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI and/or BSAC alterations, the Government shall withhold TI and/or BSAC rent pursuant to Section 1 of the Lease until such time as the TI and/or BSAC is completed and accepted by the Government. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.

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

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

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

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

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

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

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

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

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

1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

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

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

1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)

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

Lease LCO:

Jeff Deering
U.S. Department of Veterans Affairs
5115 NE 82nd Ave
Vancouver, WA 98662
360-852-9888
Jeff.Deering@VA.Gov

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

Alternate Government Contact:

Nicholas B. Williams
960 S. Broadway Ave, Boise, ID 83704
208-429-2030
NICHOLAS.WILLIAMS7@VA.GOV

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

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

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

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

1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See 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 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. To be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered; if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOOD PLAINS (OCT 2021)

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

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

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

2.04 SEISMIC SAFETY – HIGH SEISMICITY (OCT 2021) **SEE MAP, PAGE 26 OF EXHIBIT S**

- A. The Government intends to award a Lease to an Offeror of a Building that complies with the Seismic Standards. If an offer is received which complies with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards must not be considered. If none of the offers complies with the 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, accounting for price, seismic safety and any other award factors specified in this RLP.
- B. An offered Building will be considered in compliance with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building (Seismic Form D).
 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 3. The offer includes a Seismic Certificate based on a Tier 1 Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 5. The offer includes a commitment to retrofit the Building to satisfy all 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 to enable an Offeror to submit a Seismic Certificate.

D. **Definitions.** For this paragraph:

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

2.05 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. 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. To be eligible for award, Offeror must either:

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

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

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2021)

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

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

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 <https://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 (<https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<https://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 and state why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

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

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

K. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous use of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

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

A. Environmental Due Diligence

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

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

B. National Environmental Policy Act

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

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state, and local regulatory agencies as part of its compliance

responsibilities under NEPA and other applicable federal, state, and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

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

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

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

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

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

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

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

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

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

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA's *Qualification Requirements for Preservation Architects and Other Specialists*. These standards are available at: [HTTPS://WWW.GSA.GOV/REAL-ESTATE/HISTORIC-PRESERVATION/HISTORIC-PRESERVATION-POLICY-TOOLS/PRESERVATION-TOOLS-RESOURCES/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 – E-mail:

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

2. To be considered for award, offers conforming to the requirements of the RLP shall be received [via email below](#):

a.) No later than **5 P.M. Mountain Time (MT)** on the date below at the following email address:

Date: 10/14/2022

Email address:

NICHOLAS.WILLIAMS7@VA.GOV

****Do not exceed 10MB per email submission; if multiple emails are needed, please state 1 of xx (the total number needed), so all submissions may be accounted for.**

3. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers.

3.03 PRICING TERMS (OCT 2021)

OFFEROR SHALL PROVIDE THE FOLLOWING PRICING INFORMATION WITH ITS OFFER:

A. GSA Form 1217, Lessor's Annual Cost Statement: (EXHIBIT G). Complete all sections of the 1217.

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

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) 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 and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. 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.

- ~~5. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.~~
6. 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.
7. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
8. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g., flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
9. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
10. Intentionally Deleted

C. Security Unit Price List: (EXHIBIT I) The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Each item is classified as part of the shell, tenant improvements, or BSAC. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

D. Tenant Improvement Unit Price List: (EXHIBIT K) – TICS Table complete to justify TI pricing.

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

3.05 PROSPECTUS LEASE (OCT 2016)-INTENTIONALLY DELETED

3.06 ADDITIONAL SUBMITTALS (OCT 2021)

OFFEROR SHALL ALSO SUBMIT THE FOLLOWING WITH ITS OFFER:

- 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, including Shell, TI, and BSAC improvements. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and state at a minimum: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.
- E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.
- F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:

1. Corporation – Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation to the Lease.
2. Partnership -- Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.
3. Limited Liability Company – Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.
4. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.

G. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at www.nps.gov/nr.

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 regarding 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](https://www.sam.gov) prior to the Lease Award Date. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

J. The Offeror must submit a completed GSA Form 12000 (**EXHIBIT H**) 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 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 Certificate of Occupancy (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 regarding Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to VA the FPLS Submittal Information listed in 1 above.

K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

M. The architectural plans for modernization if the offered Building is not a modern office Building.

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

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

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
 2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
 3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
 4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.
- P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- Q. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.
- R. 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 must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
 5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.
- S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (**LEED®-NC**) credits for Silver level certification. For LEED®, this documentation is the LEED®-NC scorecard. Along with the proposed scorecard or checklist, the Offeror shall submit a brief statement outlining how each of the proposed credits will be achieved. If pursuing LEED®-NC, the Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.
- T. The Offeror must provide a LEED®-ID+C scorecard documenting the proposed credits to meet LEED® certification (at the minimum Certified level). Along with the proposed LEED®-ID+C scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be achieved. In addition, the Offeror must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.
- U. Evidence of seismic safety (**EXHIBIT J**) 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 GSA Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether 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 to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property's hydrology.

Z. INTENTIONALLY DELETED

AA. GSAR 552.270-33, Foreign Ownership and Financing Representation for High Security Leased Space.

AB. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable (**EXHIBIT R**).

AC. A construction schedule giving the dates on which the various phases of permitting, design, and construction (including principal categories of work) will be completed to coincide with the Government's required occupancy date and the milestones as outlined under the Lease.

AD. Due to COVID-19 pandemic conditions, an on-site physical tour of the offered Property may not be practical. At the LCO's discretion, additional Offer submittals may be requested to include pictures, video(s), and/or a building representative conducting a walkthrough with a virtual or online meeting option provided by VA. 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 ALLOWANCE PRICING:

1. The TI Allowance is \$103.22 per (Average) ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

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

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

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

3.10 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

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

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

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

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (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 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 AWARD BASED ON BEST VALUE TRADEOFF (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 technical award factors listed below considered. ALSO: The Government will award a Lease pursuant to this RLP **only if the Lease will score as an operating lease** under the Office of Management and Budget (OMB) Circular A-11, Appendix B (See Section 3.04 "Budget Scorekeeping: Operating Lease Treatment (APR 2011)). The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

B. **All technical non-price factors when combined are significantly more important than price**, but as proposals become more equal in their technical merit, the evaluated price becomes comparatively more important. The Government may make trade-offs between price and technical merit when determining if the increased technical merit is worth the increased price. The LCO will evaluate all aspects of the proposal to assess the Offeror's ability to perform the contract successfully. The evaluation will be conducted on the factors specified in this RLP.

C. TECHNICAL EVALUATION FACTORS:

The technical factors are listed in descending order of importance and listed below. There are no sub-factors.

FACTOR 1: QUALITY OF SITE

A. EVALUATION: The quality of the site is more important than the remaining factors and must address each aspect below within the design concept narrative. What are the inherent characteristics, functionality, and quality of development of the site offered? Degree of access to Major Highways and Public Transportation. This factor considers ease of commuting for staff and VA clients, ease of public transportation, and traffic safety. How easy / difficult is it to locate and access the facility? Degree of access to civilian

hospitals and medical care vendors – this factor considers the location of the proposed facility in reference to the location of the Civilian Hospitals and medical care vendors for referrals to and from those locations. Size and shape of the parcel and its' topography. This factor considers the degree the site can flexibly accommodate the footprint, parking, vehicle entrances, staff and patient access, deliveries, and local public traffic patterns. Degree of access to shopping, pharmacies, eating establishments and childcare. This factor considers the location of the proposed facility to the above amenities, to be conveniently used by VA's patients, family, and staff. VA will evaluate the quality of the site based on how the Offeror's development of the site accommodates VA's conceptual design, building footprint, and physical security requirements. This includes suitable ingress and egress to and from the main (public) roadway(s), emergency vehicle access, staff entrances, and loading dock and service entrances. Parking lots and walkways are accessible, and traffic patterns efficiently manage the flow of vehicles while ensuring pedestrian safety. Stormwater management and landscaping best practices are addressed and compliant with local code and any covenants or use restrictions on the site.

B. SUBMISSION INSTRUCTIONS: The offeror shall provide map(s), drawing(s), plans or other items showing or confirming the site meets requirements.

FACTOR 2: BUILDING and DESIGN CONCEPT

A. EVALUATION: This factor considers the Offeror's ability of building to accommodate the following: the facility layout and parking, and the proposed building design to meet flow requirements and proposed energy efficiency to meet Federal Guidelines. Facility Layout, and parking: This factor considers the flexibility with which the site can meet the exterior functional requirements of the VA facility to include the following: parking layout, security/physical protection requirements, staff, and patient flows to and from the building and ease of access from the public traffic flows. The facility shall include a minimum of 55 parking spaces (including 5 handicap accessible spaces in accordance with Americans with Disabilities Act (ADA) requirements). Ability of proposed building to meet clinical flow requirements: this factor refers to the technical excellence and the appropriateness of the interior design in meeting VA program needs and goals. Consideration will be given to the number and size of floors, column placement, room footprint, entrance/exits, and placement of mechanical, electrical, and plumbing core elements. Building efficiency, energy conservation, functionality, and building systems are key elements to be considered, as well as building quality and finishes. Ability of proposed energy efficiency / sustainability to meet Federal guidelines. This factor will be evaluated based on the information concerning "Energy Efficiency". Offerors should submit information in the narrative, which addresses the proposed sustainability and environmental considerations to be met, R-value of insulation, glazing of windows, and any other factors related to energy conservation. Additionally, the Offeror shall provide a list of items included in the proposal that will meet or exceed the minimum energy star benchmark score of 75 for a medical office.

B. SUBMISSION INSTRUCTIONS: The Offeror shall expound on the Government's descriptions of the required space and amenities to present a facility with shape and dimensions, and access and adjacencies, that implement the space program and all functional requirements of the facility. The Offeror shall address functional as well as aesthetic components of the facility in sufficient detail so that the Government may conduct a comprehensive evaluation of the working environments being proposed.

FACTOR 3: TIME REQUIRED TO OCCUPY SPACE

A. EVALUATION: The Offeror possesses the capability to allow the Government to move in no later than **2/01/2024**.

B. SUBMISSION INSTRUCTIONS: Address this in the design concept narrative.

FACTOR 4: EXPERIENCE

A. EVALUATION: VA will evaluate the offer based on experience with designing, constructing, and operating facilities as demonstrated in an Experience Narrative and the qualifications of the A/E and Construction Contractor. VA will evaluate most favorably Offerors who demonstrate, for themselves and their design and construction teams, experience with facilities of similar or greater size and complexity as the facility required in this RLP (i.e., a build-to-suit medical outpatient facility for a Federal tenant), and experience working together on previous projects.

B. SUBMISSION INSTRUCTIONS: The Offeror must provide an Experience Narrative that lists examples of experience in successfully building, renovating, and maintaining facilities. The Offeror is limited to describing five (5) relevant projects that have been completed during the past three (3) years. The Offeror should note that all listed experience must be corroborated by past performance questionnaires submitted by references, and they are responsible for describing the relevancy of the experience to the project described in this RLP.

a. Design Team Qualifications

The Offeror shall provide a completed SF 330, "Architect-Engineer Qualifications" for each individual or firm on the Lessor's design team. Identify key personnel that are to be committed to the project and provide descriptions of their VA lease project(s) experience. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include licensed or registered professionals in good standing providing the following services: Architecture, Structural Engineering, Civil Engineering, Mechanical Engineering, Fire Protection, Electrical Engineering, Interior Design, and appropriate Low Voltage Engineering (Structured Telecommunications Cabling, Security, Audio Visual, Medical Equipment, and Special Systems and Physical Security personnel).

The Offeror shall provide a copy of the license or certification of the future A/E of Record individual(s) and/or firm(s), providing architectural and engineering design services, proving their ability to practice in the State where the facility is located. Low-voltage designers shall be BICSI-certified for structural cabling.

b. Construction Team Qualifications

The Offeror shall provide a completed GSA Form 527 (10/15), "Contractor's Qualifications and Financial Information" for the Offeror, the General Contractor, Mechanical Contractor, and Electrical Contractor. Section V needs to be completed only for the Offeror. In Section VII of Form 527, the Offeror must provide a description of outstanding commitments, names, and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to the project described herein. The Offeror shall provide a copy of the license in the State where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If the Lessor is also the contractor, information provided in response to paragraphs Past Performance and Financial Resources above need not be duplicated. Installers shall have OEM credentials for the Special Systems listed in this RLP. The Offeror shall provide contractor's past and present safety, performance on contracts, which reflect the Offeror's ability to perform on the proposed effort.

FACTOR 5: PROJECT MANAGEMENT PLAN (PMP)

A. EVALUATION: The Government will evaluate the Offeror's demonstrated ability to fulfill the terms of the lease contract during post-award design, construction, and during the entire lease term as shown in a PMP. VA will evaluate the offer based on a PMP submitted by the Offeror and will consider most favorably Offerors who demonstrate that they are able to successfully complete this project, given other anticipated active projects, and who have a well thought-out and comprehensive PMP.

B. SUBMISSION INSTRUCTIONS: The Offeror shall submit a PMP that describes how the Offeror will reduce risk, meet deliverables, and keep the project within scope, on time, and on budget. The PMP shall include a narrative approach to the execution of this project from the point of lease award through VA's acceptance of the facility. The narrative shall address the Offeror's approach to leadership, management, decision-making authority, communication, modifications, project schedule, and quality control.

The Offeror should provide a PMP that addresses, at minimum, the following information:

- a. Workload of its principals, key personnel, project team, and the project teams of the Offeror's A/E, construction contractor, and operations/management team at the anticipated date of lease award through completion of construction;
- b. List of projects on which the team is anticipated to be working at the time of lease award, including project location, size, and contract value;
- c. List of projects on which the offering entity and its key personnel and members are currently bidding, including project location, size, and estimated contract value; and
- d. A plan for how this project will be staffed, the roles and responsibilities of team members, particularly key personnel, and how the Offeror will approach the successful completion of the contract requirements.

FACTOR 6: OPERATIONS AND MAINTENANCE PLAN

A. EVALUATION: Operations and Maintenance Plans will be evaluated for the adequacy and efficiency of operations to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility. An Operations and Maintenance Plan that demonstrates that the Offeror will keep the facility and site in prime condition and operating order for the entire lease term, and that emergencies will be quickly and effectively addressed, will be evaluated most favorably.

A. SUBMISSION INSTRUCTIONS: The Offeror shall submit an Operations and Maintenance Plan.

FACTOR 7: PAST PERFORMANCE

A. EVALUATION: Past performance will be evaluated in compliance with FAR Part 15.305(a)(2) considering multiple aspects of the Offeror's previous projects. The Offeror will provide evidence of the projects they have worked on of similar size and scope that shows their history of performing in a timely manner and within budget. The Offeror will provide evidence showing the following: effective management of their project teams and the project itself providing customer satisfaction and project success; the Offeror produced facilities are of high quality as may be evidenced by awards or accolades; additionally, the Offeror has engaged in upstanding business practices, including subcontracting to Veteran-owned small businesses and other small businesses, making timely payments to subcontractors, and operating within legal and ethical standards.

Offerors who demonstrate past successes with relevant, similar projects, completed on time, within budget, and satisfying to their customers (corroborated by positive feedback) will receive the most favorable VA evaluations.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

B. SUBMISSION INSTRUCTIONS: The offering entity must affirmatively state whether it has a record of relevant past performance. In accordance with FAR 15.305(2), past performance will be evidenced by information contained in Past Performance Questionnaires and from Government systems and records. The Offeror shall provide a list of all the Offeror's relevant prime contracts completed during the past three (3) years by the offering entity and predecessor companies, key personnel who have relevant experience, as well as those prime contracts that are currently in process. The Offeror must also provide a list of references for the offering entity and key personnel. References may be business and financial. This information will be supported by past performance questionnaires that are filled out by the Offeror's references and submitted directly to the LCO, on or before the due date for initial offers. A past performance questionnaire template is attached with this RLP. A separate questionnaire should be completed for each contract listed. Completion and submission of past performance questionnaires by the Offeror's references is solely the responsibility of the Offeror and its references to provide to the Government in accordance with this RLP. The Offeror is advised that VA will validate the information provided in all past performance questionnaires and will not accept questionnaires provided by an Offeror as opposed to the reference. The Offeror may include letters of recommendation or commendation, awards, or certifications that indicate Offeror possesses a high-quality process for developing and providing the final project or service.

Past performance questionnaires must be submitted to the LCO via e-mail, with a subject line that reads:

“36C24W22R0007, name of Offeror, Completed Past Performance Questionnaire”

The LCO will not provide information to the Offeror as to whether a Past Performance Questionnaire Form was or was not received. The Offeror should allow adequate time for its references to complete the Past Performance Questionnaires and for them to be sent to the appropriate recipients within the allocated timeframe.

FACTOR 8: SOCIO-ECONOMIC STATUS

A. EVALUATION: The Offeror's socio-economic status, and evidence thereof as required in this RLP, will be evaluated, with **consideration provided for Veteran-owned and small businesses**. VA will evaluate Offeror entities as follows, with the most favorable entity type listed first and in descending order of favorability: **It is a mandatory requirement that a signed letter from an authorized representative is sent, which confirms the offering entities' socio-economic status.**

1. Service-disabled, Veteran-owned small businesses;
2. Veteran-owned small businesses;
3. Small businesses; and
4. All other business types.

B. SUBMISSION INSTRUCTIONS:

1) FOR SDVOSBs and VOSBs:

Status as a Service-Disabled Veteran-Owned Small Business is determined in accordance with 13 CFR Parts 125.8 through 125.13. Additionally, the SDVOSB or VOSB evaluation criteria, **the offeror MUST be registered and have an active status in the Vendor Information Pages (VIP) database at [HTTPS://WWW.VETBIZ.VA.GOV/VIP](https://www.vetbiz.va.gov/vip)**. Offerors must provide a copy of the Center for Verification and Evaluation (CVE) Verification letter **at initial offer and with final revised proposals**. The Offeror's UNIQUE ENTITY IDENTIFIER (UEI) must correspond to the UNIQUE ENTITY IDENTIFIER (UEI) in SAM.GOV.

- To receive credit for any SDVOSB OR VOSB classification, the core requirements for a company to become verified are:
- The Veteran owner(s) have direct, unconditional ownership of at least 51% of the company (38 CFR 74.3) and have full decision-making authority (38 CFR 74.4 (g));
- The Veteran manages the company on both a strategic policy and a day-to-day basis (38 CFR 74.4);
- The Veteran holds the highest officer position (38 CFR 74.4(c)(2));
- The Veteran should be the highest compensated employee unless there is a logical explanation otherwise submitted by the Veteran as to how taking a lower salary than other employee(s) helps the business (38 CFR 74.4 (g) (3)); and
- The Veteran has the managerial experience of the extent and complexity needed to run the company.

2) FOR SMALL BUSINESSES

- To receive credit for any small business classification, as a component of these evaluation criteria, small businesses must:
- Register and provide a UNIQUE ENTITY IDENTIFIER (UEI) Number validated in SAM.GOV
- Completed Representations and Certifications in SAM.GOV that have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (**including the business size standard applicable to the NAICS code referenced for this solicitation**)
- Provide the SAM.GOV print out verifying offering entity's status
- Provide SBA web print out showing registration or a signed acknowledgement of application from the Small Business Administration

3) FOR OTHER THAN SMALL BUSINESSES

If the contractor is offering as a Large Business and subcontracting opportunities exist, the offer must include with the **initial offer** a Small Business Subcontracting Plan as defined in FAR 52.219-8, FAR 52.219-9, and VAAR 852.219-9 which are included by reference in this solicitation. An acceptable template can be found on the following website:

<https://www.va.gov/opal/nac/fss/sbsp.asp> This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for your plan to be processed and approved. Additional guidance is included in FAR 52.219-9. The subcontracting plan will be evaluated and rated on the demonstrated plan of meeting or exceeding VA's small business goals outlined in the table below and the following:

- Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small-disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned concerns. Includes the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).
- Reflects a one-year history demonstrating your corporate commitment to meet your subcontracting goals/targets by providing Individual Subcontracting Report (ISR), for those contracts/projects in which you are submitting under Past Performance. If goals were not met on the ISR, provide an explanation as to why the goals/targets were not met.

4) FOR JOINT VENTURES

For purposes of this solicitation a Joint Venture (JV) is a Partnership. An Offeror may submit a proposal in the form of a Joint Venture only if the existing Joint Venture has a corresponding UNIQUE ENTITY IDENTIFIER (UEI) Number in [HTTPS://WWW.SAM.GOV](https://www.sam.gov) and **all the proposal submission documents are in the name of the existing Joint Venture, not the individual partners of the Joint Venture**. These include, but are not limited to:

- GSA Form 1364

- GSA Form 1217
- Financial Resource Commitment Letters
- Signatory authority documentation
- Evidence of property ownership or property control

Offerors who are an existing Joint Venture may submit a proposal under this solicitation subject to the following conditions:

- The Joint Venture is registered in SAM.GOV and has a corresponding UNIQUE ENTITY IDENTIFIER (UEI) Number;
- The Joint Venture meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i));
- The Joint Venture must meet the requirements of 13 CFR 125.15(b);
- The Joint Venture fills out and submits the Representations and Certifications in Section K;
- The Offeror must submit a complete copy of the Joint Venture agreement that established the relationship, disclosing the legal identity of each partner of the Joint Venture, the relationship between the partners, the form of ownership of each team member, any limitations on liability or authority for each partner, and a specific statement of what resources each partner provides the teaming arrangement. In addition, the existing Joint Venture must:
 - Clearly identify the entities which make up the Joint Venture relationship, including disclosure of the primary point of contact for each of the partners;
 - Disclose the member of the Joint Venture that is designated as the "team lead," and clearly explain the specific duties/responsibilities of the "team lead" relative to the other members of the team and to the Government;
 - Describe the specific duties/responsibilities of each partner of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under this contract; and,
 - Address the duration of the Joint Venture, including when it became effective, when it expires, and the basis for determination.
- If the Joint Venture meets the small business size determination (FAR 19.101(7)(i)), each Joint Venture partner must be registered in SAM.GOV, have a corresponding UNIQUE ENTITY IDENTIFIER (UEI) Number, and provide the SAM.GOV print out verifying each entity's status for NAICS 531120;
- A joint venture may be considered a Service-Disabled Veteran-Owned Small Business if:
 - The Joint Venture is registered and verified in the Vendor Information Pages (VIP) database at [HTTPS://WWW.VA.GOV/OSDBU/](https://www.va.gov/osdbu/)
 - Offerors must provide a copy of the Center for Veterans Enterprises (CVE) Verification letter. The Offeror's UNIQUE ENTITY IDENTIFIER (UEI) must correspond to the UNIQUE ENTITY IDENTIFIER (UEI) in SAM.GOV.
 - Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement
 - The Joint Venture meets the requirements for Affiliates as set forth in FAR 19.101(7); and
 - The Joint Venture meets the requirements of 13 CFR 125.15(b).

4.05 ~~FACTOR DESCRIPTIONS (OCT 2016)~~ INTENTIONALLY DELETED

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 2016)

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

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

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

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

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

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

4. Intentionally Deleted

5. Intentionally Deleted

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

7. To the gross PVC will be added:

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

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

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

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

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

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

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

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

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

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

o The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) ÷ \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of 0 hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.

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

4.10 AWARD (OCT 2021)

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. 36C24W22L00xx and any associated Lease amendments.

2) GSA Form 3517B, General Clauses.

- 3) The pertinent provisions of the offer.
- 4) Pertinent Exhibits listed in Section 1.06.
- 5) Floor plans of the offered Space.
- 6) GSAR 552.270-33, Foreign Ownership and Financing Representation for High Security Leased Space.

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

1.02, 1.14, 2.03, 3.05, 3.06, 3.08-10, 3.12, 4.03, 4.05-8