VA REQUEST FOR LEASE PROPOSALS NO. 36C248-25-R-0031 West Palm Beach, Florida

Offers due by 05/01/2025

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 3:00 PM ET on the date above. See “Receipt Of Lease Proposals” herein for additional information.

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

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

GLOBAL RLP
GSA TEMPLATE R100 (10/24)

TABLE OF CONTENTS

GLOBAL RLP 1
SECTION 1 STATEMENT OF REQUIREMENTS 1
1.01 GENERAL INFORMATION (OCT 2023) 1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022) 1
1.03 AREA OF CONSIDERATION (OCT 2021) 2
1.04 UNIQUE REQUIREMENTS (OCT 2021) 2
1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2023) 2
1.06 LIST OF RLP DOCUMENTS (OCT 2024) 3
1.07 AMENDMENTS TO THE RLP (JUN 2012) 3
1.08 LEASE DESCRIPTION (OCT 2023) 3
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) 4
1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022) 4
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) 4
1.12 AUTHORIZED REPRESENTATIVES (OCT 2020) 4
1.13 ~~BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)~~ INTENTIONALLY DELETED 4
1.14 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023) 4
SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 5
2.01 EFFICIENCY OF LAYOUT (AUG 2011) 5
2.02 FLOODPLAINS (OCT 2022) 5
2.03 ~~SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2023)~~ INTENTIONALLY DELETED 5
2.04 ~~SEISMIC SAFETY – HIGH SEISMICITY (OCT 2023)~~ INTENTIONALLY DELETED 5
2.05 GSAR 552.270-2 HISTORIC PREFERENCE (DEVIATION) (JUL 2024) 5
2.06 ASBESTOS (OCT 2024) 6
2.07 ACCESSIBILITY (SEP 2013) 6
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) 7
2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2023) 7
2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) 8
2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023) 8
2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2023) 9
SECTION 3 HOW TO OFFER 10
3.01 GENERAL INSTRUCTIONS (JUN 2012) 10
3.02 RECEIPT OF LEASE PROPOSALS (OCT 2024) 10
3.03 PRICING TERMS (OCT 2022) 10
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) 11
3.05 PROSPECTUS LEASE (OCT 2022) 11
3.06 ADDITIONAL SUBMITTALS (OCT 2024) 11
3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020) 14
3.08 TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017) 14
3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022) 15
3.10 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023) 15

3.11 *OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)* 15

3.12 ~~*UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)*~~ *INTENTIONALLY DELETED* 15

SECTION 4 METHOD OF AWARD **16**

4.01 *NEGOTIATIONS (OCT 2023)* 16

4.02 *HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (OCT 2023)* 16

4.03 ~~*AWARD BASED ON PRICE (OCT 2023)*~~ *INTENTIONALLY DELETED* 16

4.04 *OTHER EVALUATION FACTORS (OCT 2023)* 16

4.05 *EVALUATION FACTOR DESCRIPTIONS (OCT 2023)* 16

4.06 *TECHNICAL EVALUATION FACTOR MINIMUM STANDARDS (OCT 2023)* 17

4.07 *EVALUATION FACTOR SUBMITTAL REQUIREMENTS (OCT 2023)* 18

4.08 *EVALUATION DOCUMENTATION REQUIREMENTS (OCT 2023)* 18

4.09 *PRESENT VALUE PRICE EVALUATION (OCT 2024)* 18

4.10 *AWARD (OCT 2024)* 19

SECTION 5 ADDITIONAL TERMS AND CONDITIONS **20**

5.01 *MODIFIED RLP PARAGRAPHS (OCT 2016)* 20

5.02 ~~*SWING SPACE – RLP (OCT 2022)*~~ *INTENTIONALLY DELETED* 20

REQUEST FOR LEASE PROPOSALS NO. 36C248-25-R-0031

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (OCT 2023)

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

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

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

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

E. Offeror may not use Federal agency name(s) and/or acronym(s), e.g., Department of Veterans Affairs, VA, in the entity name that owns and/or leases the Space to VA.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022)

A. The Government is seeking a minimum of **11,886** to a maximum of **12,000** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires **100** 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. Approximately **50** ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). 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.

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, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **90** days’ prior written notice.

G. The Lease Term Commencement Date will be on or about **April 1, 2026,** 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: Okeechobee Blvd.
South: Lantana Rd.
East: Military Rd.
West: Forest Hill Blvd.

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

1.04 UNIQUE REQUIREMENTS (OCT 2021)

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

A. See Exhibit B – Agency Specific Requirements ASR Primary Care Annex
B. See Exhibit C - Security Requirements FSL Level II Oct 2024 PC Annex

1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2023)

A. Neighborhood and Parking. Inside City Center: Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. Parking facilities with an adequate availability of parking spaces open to the general public to accommodate employees and visitors shall be located within the immediate vicinity of the Building but generally not exceeding a walkable 1,320 feet of the employee entrance of the offered Building as determined by the LCO. These parking facilities do not substitute for the required parking under Paragraph 1.02(C).

B. Neighborhood and Parking. Outside City Center: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 134 RSF of Space.

C. Walkability and Amenities.

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

2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be within safely accessible, walkable 2,640 feet 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), Family entertainment venue (e.g., theater, sports).
Civic and Community Facilities	Adult or senior care (licensed), Childcare (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), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

To be considered, amenities must be accessible from the Building by continuous sidewalks, walkways, or pedestrian crosswalks. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

D. Transit Accessibility. Stops for two or more public bus or streetcar lines usable by tenant occupants and their customers are located within the immediate vicinity of the Building and do not exceed a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building.

1.06 LIST OF RLP DOCUMENTS (OCT 2024)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 36C248-25-L-0003 (Template L100)	44	A
Agency's Requirements	18	B
Security Requirements for Level **II**	9	C
Proposal to Lease Space (GSA Form 1364)	4	D
GSA Form 1217, Lessor's Annual Cost Statement	2	E
GSA 3516, Solicitation Provisions	6	F
GSA 3517B, General Clauses	21	G
GSA Form 3518 Representations and Certifications	12	H
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation	6	I
Sample Request for Past Performance and Questionnaire	3	J
Tenant Improvements Cost Summary TICS Table	Spreadsheet	K
Security Unit Price List FSL II	Spreadsheet	L
Labor Standards Provisions and DOL Wage Determination	10	M
Deliverables IAW RLP 36C248-25-R-0031	Spreadsheet	N

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 2023)

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

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

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades**.** Rent will 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. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR) and Security Requirements (FSL Level II). The Lessor shall design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

Offerors are required to prepare Design Intent Drawings (DIDs) prior to Lease Award. See Paragraph TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD for further details.

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.

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 3517B, General Clauses, and will be made part of the Lease.

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

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

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022)

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

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 Tenant Improvements. The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. The Lessor shall design and build the security requirements and will be compensated for with a lump sum along with the TI costs, together with design and project management fees to be set under the Lease.

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 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:

Lease LCO:
Javier Correa-Ochoa
786-299-2659
Javier.Correaochoa@va.gov

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

Alternate Government Contact:

Johnny Jones
813.631.2817
Johnny.Jones3@va.gov

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

1.14 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023)

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120 (Exception).
B. The small business size standard for the applicable NAICS code is found HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

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

B. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the 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 FLOODPLAINS (OCT 2022)

A Lease will not be awarded for any offered Property located within a 1-percent-annual-chance floodplain (formerly referred to as 100-year floodplain) unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP and does not impact the Government's full use and enjoyment of the Premises. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Government may determine that the offered Property does not adequately avoid development in a 1-percent-annual-chance floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to a 1-percent-annual-chance floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

2.03 ~~SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2023)~~ INTENTIONALLY DELETED

2.04 ~~SEISMIC SAFETY – HIGH SEISMICITY (OCT 2023)~~ INTENTIONALLY DELETED

2.05 GSAR 552.270-2 HISTORIC PREFERENCE (DEVIATION) (JUL 2024)

(a) The Government will give preference to offers of space in historic properties and 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.

(3) *Historic property* means any **prehistoric** or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places 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 solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation 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 ANSI/BOMA Occupant Area (ABOA) square feet (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 an 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 contract in the amount of the actual price(s) proposed by the successful offeror and accepted by the Government.

(g) To qualify for a price evaluation preference, offerors 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 2024)

A. The 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) that includes a list of all ACM and their condition 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.

E. The Government reserves the right to review Offeror’s existing records for compliance.

2.07 ACCESSIBILITY (SEP 2013)

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

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

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

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

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

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

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

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2023)

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

B. Subject to the exceptions below, unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2023, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2024. Notwithstanding the above, buildings that meet any of the following are considered as equivalent to having an Energy Star label in the most recent year, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government:

1. All new Buildings being specifically constructed for the Government, provided they achieve an ENERGY STAR® label within 18 months after occupancy by the Government, and received the "Designed to Earn the Energy Star®" certification prior to construction;

2. 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;

3. 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; or

4. 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.

C. Subject to subparagraph D below, 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.

4. Note: Additional information can be found on HTTPS://WWW.GSA.GOV/REAL-ESTATE/REAL-ESTATE-SERVICES/LEASING/SUSTAINABILITY-POLICIES under "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 HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/EARN-RECOGNITION/ (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES. The ENERGY STAR® Building Upgrade Manual (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/SAVE-ENERGY/) and Building Upgrade Value Calculator (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/BUILDING-UPGRADE-VALUE-CALCULATOR) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

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

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

K. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

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

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

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

2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023)

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 E1527-21 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 E1527-21. 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.

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 (EIS). 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 2023)

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 minimized or reasonably mitigated, or where the level of NHPA analysis is more extensive than is acceptable to the Government.

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/. 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 VA, 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 2024)

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

   No later than **3:00 PM ET** on the date specified below at the following email address:

   Date: May 1, 2025

   Email Address: Javier.correaochoa@va.gov

2. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

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 unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

4. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

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

3.03 PRICING TERMS (OCT 2022)

Offeror shall provide the following pricing information with its offer:

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

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

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).

2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and security), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.

3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.

4. INTENTIONALLY DELETED.

5. INTENTIONALLY DELETED.

6. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or Security costs as they will have been fully paid upon completion and subsequent acceptance of the space.

7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. Note. Refer to the Lease document for additional guidance.

8. Adjustment for Vacant Leased Premises. Note. Refer to the Lease document for additional guidance.

9. INTENTIONALLY DELETED

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

11. Compensation (expressed as a %) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered. If VA is using a Tenant Representative Broker, compensation (expressed as a %) to VA's Broker reflecting the agreement between Offeror and VA's Broker, shall be entered.

C. Security Unit Price List. The Offeror shall use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment.

D. TI Unit Price List The Offeror shall use the Tenant Improvements Cost Summary (TICS) Table to provide a cost breakdown of the TI

E. INTENTIONALLY DELETED

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

3.05 PROSPECTUS LEASE (OCT 2022)

This RLP is subject to an approved Prospectus issued in accordance with 40 USC § 3307. The Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed rent limitation set forth in the Prospectus. If a copy of the prospectus is not attached to the RLP, a copy may be obtained from the LCO upon request.

This RLP is subject to the Prospectus threshold set forth in 40 USC § 3307. The Government will award a Lease pursuant to this RLP only if the offered rental rate does not exceed the then current rent threshold. The current threshold is available from the LCO or at the GSA Web site, HTTP://WWW.GSA.GOV, using the keyword "prospectus."

3.06 ADDITIONAL SUBMITTALS (OCT 2024)

Offeror shall also submit with its offer the following:

A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf. Note, if responding and you are not the property owner, i.e., broker, provide written signed statement from property owner (owner letterhead) authorizing you to represent the owner, in that case the offeror will be the owner and all documentation provided must be signed by and completed accordingly. If not the owner but you responding with an offer on your behalf; the only acceptable document to demonstrate ownership/interest in the property is a notarized Purchase/Sale contract that has been signed by all parties, is not expired and in full force and effect and that is conditional only to the award (or not) of the lease resulting from this procurement.

B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell, TI, and security improvements. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.

C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.

D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.

E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required. A written agreement to acquire an interest in the Property may not be assignable to any other person or entity. If the offeror is not currently the fee owner, the Lease will contain a requirement that the lessor obtain fee title within 30 days of execution of the lease. Fee simple title must be free of any encumbrances that may limit the rights, responsibilities, or liabilities of the parties to this Lease. Lessor's failure to provide evidence of fee simple ownership within the specified timeframe shall give VA an immediate right to terminate the Lease for default. If a termination for default occurs due to the lessor's failure to provide fee simple ownership within the specific timeframe, the lessor will not be entitled to any payment whatsoever under the lease.".

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 HTTPS://WWW.NPS.GOV/SUBJECTS/NATIONALREGISTER/DATABASE-RESEARCH.HTM.

H. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

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

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

1. FPLS Submittal Information.

a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).

b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).

c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).

d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:

I. A report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances or,

II. For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.

2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in 1.a through 1.d above.

3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to VA the FPLS Submittal Information listed in 1 above.

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

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

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

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

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

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.

2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.

3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.

4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

5. 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 also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

S. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed Leadership in Energy and Environmental Design® for New Construction (LEED®-NC) credits for Silver level certification. For LEED®, this documentation is the LEED®-NC scorecard. Along with the proposed scorecard or checklist, the Offeror shall submit a brief statement outlining how each of the proposed credits will be achieved. If pursuing LEED®-NC, the Offeror must identify the U.S. Green Building Council LEED® Accredited Professionals as team members, including their roles throughout the project.

T. The Offeror must provide a Leadership in Energy and Environmental Design® for Interior Design and Construction (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 U.S. Green Building Council LEED® accredited professionals as team members, including their roles throughout the project.

U. INTENTIONALLY DELETED.

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

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

X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific Lease requirements concerning maintenance and restoration of the real property's hydrology.

Z. INTENTIONALLY DELETED

AA. INTENTIONALLY DELETED

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

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. INTENTIONALLY DELETED.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)

Tenant Improvement Turnkey Pricing.
An Agency Specific Requirements (ASR) and Security Requirements (FSL Level II) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition as well as security countermeasures.) All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration and all improvements shall meet the quality standards and requirements of this RLP and its attachments.

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)

A. A. Offerors must provide DIDs along with initial offer showing their proposed solution to the requirements contained in this RLP. It is the responsibility of the offeror and their respective design and construction team to develop, review, and complete DIDs and establish final pricing prior to submitting their offer. The Offeror shall base the TI portion of its overall pricing on the proposed DIDs IAW the specifications in this RLP and attachments. This TI price is a fixed price which the Offeror shall include in the lease proposal and will be paid with Lump Sum. There will be no financing or amortization of any kind. The Government reserves the right to make no-cost tradeoffs in the TIs after award. No costs associated with the Building shell or building-specific security shall be included in the TI pricing.

B. DIDs, for the purposes of the Lease, are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1.

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 DIDs (reimbursable).

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. INTENTIONALLY DELETED.

3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)

A. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror and all improvements shall meet the quality standards and requirements of this RLP package and its attachments. There will be no amortization, the government will pay security improvements along with the TI with a lump sum upon completion and acceptance of the space.

B. Security costs 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 security countermeasures. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits.

3.10 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023)

The project TIs shall incorporate any necessary design parameters for the Space to meet Leadership in Energy and Environmental Design for Interior Design and Construction requirements (at the minimum Certified level) into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings.

The Lessor must coordinate TI and shell requirements as necessary to meet the certification.

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

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

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

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (OCT 2023)

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. 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 PRICE PREFERENCE WAIVER (OCT 2023)

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 Evaluation 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.

4.03 ~~AWARD BASED ON PRICE (OCT 2023)~~ INTENTIONALLY DELETED

4.04 OTHER EVALUATION FACTORS (OCT 2023)

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

B. Technical and Past Performance of factors are **significantly more important than price**. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component.

C. The following evaluation factor(s) will be considered :

1. Factor 1 Technical Requirements
2. Factor 2 Past Performance
3. Factor 3 Price

D. See FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, as listed under the attached GSA 3517, General Clauses.

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

4.05 EVALUATION FACTOR DESCRIPTIONS (OCT 2023)

A. Evaluation Factor 1 Technical Requirements

All Sub-Factors below are equally important:

Sub- Factor 1. Appropriate land use: proposed site is appropriately zoned for a medical clinic and the development is surrounded by compatible land use zones.

Sub- Factor 2. Neighborhood: Location is developed adjacent to compatible businesses or tenants; neighborhood is stable and thriving similarly to area of demarcation (i.e. not in higher crime, property abandonment or blighted than exists elsewhere in designated boundary)

Sub- Factor 3. Amenities: Employee Services are accessible IAW 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2023) C. Walkability and Amenities.

Sub- Factor 4. Transit Accessibility (Public bus or streetcar lines stop) are accessible IAW 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2023) D. Transit Accessibility

Sub- Factor 5. Access: Location distance to a major highway

Sub- Factor 6. Parking: A minimum of parking spaces must be available for VA exclusive use. Parking is accessible to the clinic’s entry.

Sub- Factor 7. Visibility and Direct Access: Location easily visible from major roads and highways without obstruction.

Sub- Factor 8. Proximity to Existing Hospitals with Emergency Rooms.

Sub- Factor 9. Flooding and Environmental Issues: The space must be located outside the 100-year floodplain, free of major environmental constraints, bodies of water, known prior contamination or any other obstacle that could delay construction process or impede veteran access once opened.

Sub- Factor 10. Emergency Response: Concept plan for response time to address problem issues with EMS/custodial issues

Sub- Factor 11. Property Management and Operations/Maintenance Team

Sub- Factor 12. A-E Design - Design shall embrace the VA standard for PACT CBOC Design. Offeror shall ensure that that A-E provides a design based upon the requirements set forth in the VA Technical Information Library. Any added value beyond the Government's requirements provided at no cost to the Government will be considered when rating the proposed design

Sub- Factor 13. Available Space must be contiguous on one floor.

B. Evaluation Factor 2 Past Performance

Offeror must provide three references for past lease experience, to include names and telephone numbers and any other relevant information. Offerors shall use Exhibit J to request the Past Performance Questionnaire to be filled out by their cited references. Past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. It considers each offerors demonstrated recent and relevant record of performance in supplying products and services that met the contract requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements. (See FAR 15.305). There are two aspects to the past performance evaluation: Relevancy of contractual work performed; and How well the contractual work was performed. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

C. Evaluation Factor 3 Price

Will be evaluated IAW section 4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022) and for price reasonableness.

4.06 TECHNICAL EVALUATION FACTOR MINIMUM STANDARDS (OCT 2023)

A. Evaluation Factor 1 Technical Requirements

Sub- Factor 1. Appropriate land use: Location is within 1.0 miles of office-residential, commercial general, institutional or mixed-use land use zone

Sub- Factor 2. Neighborhood: Neighborhood has acceptable utilization, business development, mutually beneficial adjacent businesses (i.e. high density residential, large high-traffic malls, homeless shelters, schools, apartment complexes)

Sub- Factor 3. Amenities: The primary functional entrance of the Building is within safely accessible, walkable 2,640 foot distance of at least seven (7) instances of amenities, two of which are inexpensive or moderately priced fast-food or eat-in restaurants. The remaining five (5) instances fall within at least 2 of the Diverse Use Categories

Sub- Factor 4. Transit Accessibility: Stops for two or more public bus or streetcar lines usable by tenant occupants and their customers are located within the immediate vicinity of the Building and do not exceed a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building

Sub- Factor 5. Access: Location is within 5 miles of a major highway

Sub- Factor 6. Parking: Location has 100 parking spaces. Parking area is located no more than 250 feet away from the clinic's main entry.

Sub- Factor 7. Visibility and Direct Access: Building somewhat visible from access road or partially obstructed by other development on site; 3-5 turns to major highway.

Sub- Factor 8. Proximity to Existing Hospitals with Emergency Rooms: Location is within 1 mile of a Hospital with ER.

Sub- Factor 9. Flooding and Environmental Issues: The location is free of environmental constraints and is above the 100-year floodplain. The location has any known environmental constraint, but an acceptable plan has been created that will not cause financial burden or time constraints.

Sub- Factor 10. Emergency Response: Response time to address emergency issues with EMS/Custodial the same day

Sub- Factor 11. Property Management and Operations/Maintenance Team: Offeror demonstrates qualified property management and operations/maintenance team located within 50 miles of the facility and with current or at least one prior medical facility experience.

Sub- Factor 12. A-E Design: Design Intended Drawings embrace the VA standard for PACT CBOC Design and provides a design based upon the requirements set forth in the VA Technical Information Library.

Sub- Factor 13. Available Space: Contiguous space preferred on First floor but can be located on floor two or higher

4.07 EVALUATION FACTOR SUBMITTAL REQUIREMENTS (OCT 2023)

A. Evaluation Factor 1 Technical Requirements

Sub- Factor 1. Appropriate land use: Location map showing proposed site is appropriately zoned for a VA Community Based Outpatient Clinic and the development is surrounded by compatible land use zones and in accordance with municipality published future plans.

Sub- Factor 2. Neighborhood: Location map showing proposed site is or will be developed adjacent to compatible businesses or tenants; neighborhood is stable and thriving similarly to area of demarcation (i.e. not in higher crime, property abandonment or blighted than exists elsewhere in designated boundary).

Sub- Factor 3. Amenities: Location map showing proposed site's primary functional entrance of the Building within safely accessible, walkable 2,640 foot distance of at least seven (7) instances of amenities, two of which are inexpensive or moderately priced fast-food or eat-in restaurants. The remaining five (5) instances fall within at least 2 of the Diverse Use Categories per section 1.05.

Sub- Factor 4. Transit Accessibility: Location map showing proposed site has stops for two or more public bus or streetcar lines usable by tenant occupants and their customers are located within the immediate vicinity of the Building and do not exceed a safely accessible, walkable 1,320 feet from the principal functional entrance of the Building.

Sub- Factor 5. Access: Location map showing proposed site is less than 5 miles to a major highway.

Sub- Factor 6. Parking: Location map showing proposed site has a minimum of 100 parking spaces must be available for VA exclusive use and located no more than 250 feet away from the clinic's main entry.

Sub- Factor 7. Visibility and Direct Access: Location map and pictures showing proposed site is somehow visible from access road or partially obstructed by other development on site and between 3-5 turns to major highway.

Sub- Factor 8. Proximity to Existing Hospitals with Emergency Rooms: Location map showing proposed site is within 1 mile of a Hospital with ER.

Sub- Factor 9. Flooding and Environmental Issues: Written statement and map showing location of the site outside of the 100-Year Flood Plain and free of major environmental constraints, bodies of water, known prior contamination or any other obstacle that could delay construction process or impede veteran access once opened.

Sub- Factor 10. Emergency Response: Written plan for response time to address problem issues with EMS/custodial issues and/or emergencies.

Sub- Factor 11. Property Management and Operations/Maintenance Team: Offeror must provide a Plan demonstrating qualified property management team location in relation to the facility and demonstrating at a minimum current or some prior medical facility experience.

Sub- Factor 12. A-E Design: Design Intended Drawings and written plans demonstrating that the A/E embraces the VA standard for PACT CBOC Design and provides a design based upon the requirements set forth in the VA Technical Information Library.

Sub- Factor 13. Available Space: Offeror must provide drawing of existing offered space showing location in the building and square footage of offered space.

B. Evaluation Factor 2 Past Performance

- Offeror must provide three references for past lease experience, to include names and telephone numbers and any other relevant information. Offerors shall use Exhibit J to request the Past Performance Questionnaire to be filled out by their cited references.

C. Evaluation Factor 3 Price

- Offeror must fill out completely Exhibit K (Master Format TICS Table for TI Costs) and Exhibit L - Security Unit Price List FSL and provide with the offer. Offerors must fill out completely Exhibit D and E (1364 and 1217 respectively) and provide with the offer.

4.08 EVALUATION DOCUMENTATION REQUIREMENTS (OCT 2023)

All statements made on the Proposals must be supported by documented evidence provided at the time of the submission of the offer.

Offers must fully comply with Exhibit N - Deliverables IAW RLP 36C248-25-R-0031, offerors must fill out and sign the form and specifically write the location stating the file name and page where each required document is located in the proposal.

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2024)

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

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

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

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

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

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

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to VA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

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

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

7. To the gross PVC will be added:

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

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

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

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

   e. INTENTIONALLY DELETED

   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 2024)

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. 36C248-25-L-0003 and any associated Lease amendments.
2. GSA 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Approved DIDs.
5. Any other document annexed.

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:

- 1.01 GENERAL INFORMATION (OCT 2023) EDITED
- 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2022) EDITED – FILLED OUT
- 1.03 AREA OF CONSIDERATION (OCT 2021) FILLED OUT
- 1.04 UNIQUE REQUIREMENTS (OCT 2021) FILLED OUT
- 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (OCT 2023) EDITED – FILLED OUT
- 1.06 LIST OF RLP DOCUMENTS (OCT 2024) EDITED – FILLED OUT
- 1.08 LEASE DESCRIPTION (OCT 2023) EDITED
- 1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022) EDITED
- 1.12 AUTHORIZED REPRESENTATIVES (OCT 2020) FILLED OUT
- 1.13 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020) INTENTIONALLY DELETED
- 2.03 SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2023) INTENTIONALLY DELETED 5
- 2.04 SEISMIC SAFETY – HIGH SEISMICITY (OCT 2023) INTENTIONALLY DELETED 5
- 3.02 RECEIPT OF LEASE PROPOSALS (OCT 2024) EDITED – FILLED OUT
- 3.03 PRICING TERMS (OCT 2022) EDITED – FILLED OUT
- 3.06 ADDITIONAL SUBMITTALS (OCT 2024) EDITED
- 3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020) EDITED
- 3.08 TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017) EDITED
- 3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022) EDITED
- 3.10 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023) EDITED
- 3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)EDITED
- 3.12 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) INTENTIONALLY DELETED
- 4.03 AWARD BASED ON PRICE (OCT 2023) INTENTIONALLY DELETED
- 4.04 OTHER EVALUATION FACTORS (OCT 2023) EDITED – FILLED OUT
- 4.05 EVALUATION FACTOR DESCRIPTIONS (OCT 2023) EDITED – FILLED OUT
- 4.06 TECHNICAL EVALUATION FACTOR MINIMUM STANDARDS (OCT 2023) EDITED – FILLED OUT
- 4.07 EVALUATION FACTOR SUBMITTAL REQUIREMENTS (OCT 2023) EDITED – FILLED OUT
- 4.08 EVALUATION DOCUMENTATION REQUIREMENTS (OCT 2023) EDITED – FILLED OUT
- 4.09 PRESENT VALUE PRICE EVALUATION (OCT 2024) EDITED
- 4.10 AWARD (OCT 2024) FILLED OUT
- 5.01 MODIFIED RLP PARAGRAPHS (OCT 2016) FILLED OUT
- 5.02 SWING SPACE - RLP (OCT 2022) INTENTIONALLY DELETED

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