DEPARTMENT OF VETERANS AFFAIRS (VA) REQUEST FOR LEASE PROPOSALS NO. 36C10F25R0036 Baltimore, MD

Offers due by 08/08/2025

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 4:00 PM ET on the date above. See “Receipt Of Lease Proposals” herein for additional information. Questions are due by 4:00 PM ET on 06/27/2025. A Pre-Bid conference is scheduled to be held virtually at 9:30 AM ET on 06/23/2025. Parties interested in attending are required to pre-register by submitting a completed registration table (see in list of RLP documents) to Patricia Restrepo at patricia.restrepo@chartwellenterprises.com no later than 4:00 PM ET on 06/18/2025.

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 for VA (10/24)

TABLE OF CONTENTS

GLOBAL RLP 1
SECTION 1 STATEMENT OF REQUIREMENTS 1
1.01 GENERAL INFORMATION (VA OCT 2024) 1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (VA OCT 2024) 1
1.03 AREA OF CONSIDERATION (OCT 2021) 2
1.04 UNIQUE REQUIREMENTS (VA OCT 2024) 2
1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (VA OCT 2024) 3
1.06 LIST OF RLP DOCUMENTS (VA OCT 2024) 4
1.07 AMENDMENTS TO THE RLP (JUN 2012) 4
1.08 LEASE DESCRIPTION (VA OCT 2024) 4
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (VA OCT 2024) 5
1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022) 5
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) 5
1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021) 5
1.13 AUTHORIZED REPRESENTATIVES (OCT 2020) 6
1.14 LEASE ACQUISITION FEE (VA OCT 2024) 6
1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023) 7
1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021) 7
SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 8
2.01 EFFICIENCY OF LAYOUT (AUG 2011) 8
2.02 FLOOD PLAINS (VA OCT 2024) 8
2.03 ~~SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2023)~~ – INTENTIONALLY DELETED 8
2.04 ~~SEISMIC SAFETY – HIGH SEISMICITY (OCT 2023)~~ – INTENTIONALLY DELETED 8
2.05 GSAR 552.270-2 HISTORIC PREFERENCE (DEVIATION) (JUL 2024) 8
2.06 ASBESTOS (OCT 2024) 9
2.07 ACCESSIBILITY (SEP 2013) 10
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) 10
2.09 ENERGY INDEPENDENCE AND SECURITY ACT (VA OCT 2024) 10
2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) 11
2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (VA OCT 2024) 11
2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2023) 12

2.13 CULTURAL RESOURCES STUDY (VA OCT 2024) 13
SECTION 3 HOW TO OFFER 14
3.01 GENERAL INSTRUCTIONS (JUN 2012) 14
3.02 RECEIPT OF LEASE PROPOSALS (VA OCT 2024) 14
3.03 PRICING TERMS (VA OCT 2024) 15
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) 16
3.05 PROSPECTUS LEASE (VA OCT 2024) 16
3.06 ADDITIONAL SUBMITTALS (VA OCT 2024) 16
3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (VA OCT 2024) 20
3.08 ~~TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2017)~~ – INTENTIONALLY DELETED 21
3.09 INTENTIONALLY DELETED 21
3.10 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023)~~ – INTENTIONALLY DELETED 21
3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (VA OCT 2024) 21
3.12 ~~UTILITIES SEPARATE FROM RENTAL~~ / BUILDING OPERATING PLAN (VA OCT 2024) 21
SECTION 4 METHOD OF AWARD 22
4.01 NEGOTIATIONS (OCT 2023) 22
4.02 HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (OCT 2023) 22
4.03 ~~AWARD BASED ON PRICE (VA OCT 2024)~~ – INTENTIONALLY DELETED 22
4.04 AWARD BASED ON BEST VALUE TRADE OFF (VA OCT 2024) 22
4.05 PRESENT VALUE PRICE EVALUATION (VA OCT 2024) 31
4.06 AWARD (VA OCT 2024) 32
SECTION 5 ADDITIONAL TERMS AND CONDITIONS 34
5.01 MODIFIED RLP PARAGRAPHS (VA OCT 2024) 34
5.02 OFF-SITE IMPROVEMENTS (VA OCT 2024) 34
5.03 DUE DILIGENCE (VA OCT 2024) 34
5.04 APPLICABLE LAW (VA OCT 2024) 34
5.05 PARTNERING (VA OCT 2024) 34
5.06 TEAMING ARRANGEMENT (VA OCT 2024) 35
5.07 ~~SWING SPACE - RLP (OCT 2022)~~ – INTENTIONALLY DELETED 35

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (VA OCT 2024)

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. This solicitation is not binding and does not obligate the government to make a contract award. The Government may award the Lease Contract to the selected Offeror, subject to the conditions herein and availability of funds.

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

B. Included in the RLP documents is a lease template setting forth the preferred 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. Offerors are to provide the required rent and other price data for each requested lease term scenario as described in Section 1.02, Paragraph F below. 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 and/or GSA Form 1364 Attachment No. 1 into the lease and transmit the completed Lease, including the awarded lease term and 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., General Services Administration, GSA, 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 (VA OCT 2024)

A. The Government is seeking a minimum of **114,876** to a maximum of **135,148** 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. The proposed Rentable Square Feet (RSF) shall not exceed **152,042** RSF.

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 **800** structured/inside parking spaces and/or 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 **250** 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.

F. The Offeror must submit price proposals for each of the following scenarios:

- Alternative A) 15-year firm term; and
- Alternative B) 20-year firm term.

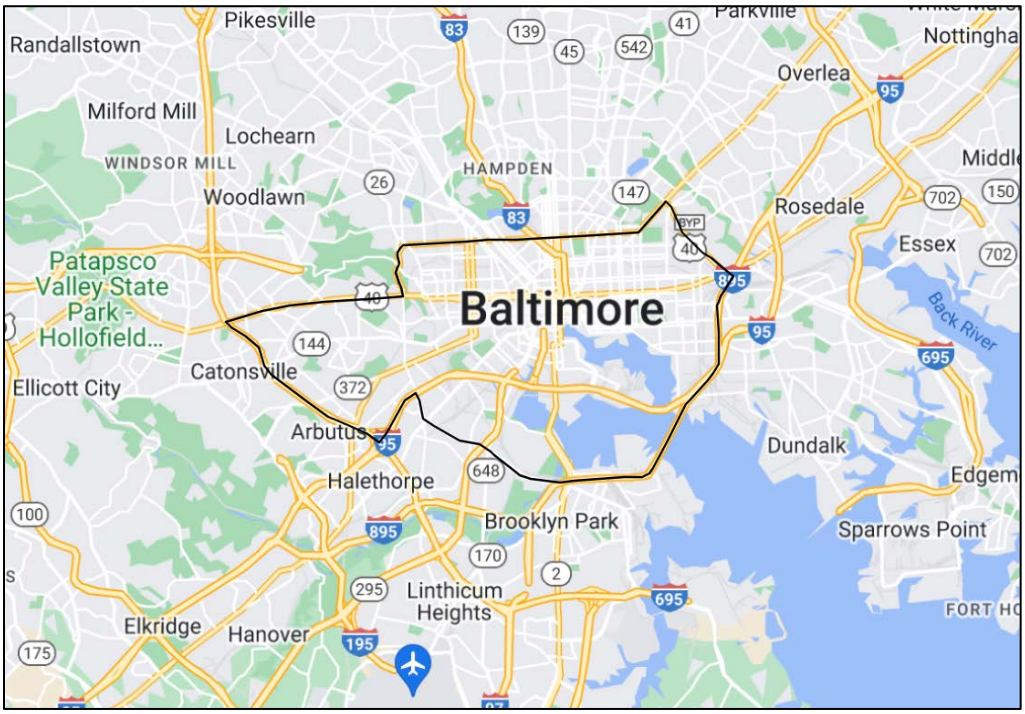
The CO reserves the right to award a contract based on any alternative lease term listed above in the best interest of the Government. All the terms and conditions contained herein shall prevail throughout the term of the lease. The Offeror is advised that it must submit pricing for all alternates listed above in order to be considered responsive. An Offeror submitting different or fewer pricing alternates may be rejected as non-responsive by the Contracting Officer.

G. The Lease Term Commencement Date will be upon acceptance of the Space. It is anticipated that Substantial Completion will not be more than 32 months from award.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North: Intersection Interstate 695 & Route 40, Route 40, Hilton Pkwy, Bypass 40, Belair Rd
South: Interstate 895, W Patapsco Ave, S Caton Ave, Interstate 95
East: Bypass 40, Interstate 895
West: Interstate 695



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

1.04 UNIQUE REQUIREMENTS (VA OCT 2024)

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

A. Offered space must be located on a minimum of two (2) floors and all space must be contiguous.

B. Bifurcated sites, inclusive of parking, are not permissible.

C. The following space configurations will not be considered: Space with atriums or other areas interrupting contiguous space, extremely long or narrow runs of space (more than twice as long/as wide), irregularly shaped space configurations or other unusual building features adversely affecting usage.

D. Offered space cannot be in the FEMA 100-year flood plain.

E. Offered space must be zoned for VA's intended use or Offeror must submit proof that the Offered space can be zoned prior to construction for VA's intended use.

F. Space will not be considered where apartment space or other living quarters are located within the same building.

G. Loading dock or loading area is required. Freight elevator required if loading area is on a different level than the offered space. Parking lot must be able to accommodate deliveries by trucks with trailers.

H. Structured parking under the space is not permissible.

I. Offered space must be compatible for VA's intended use.

J. Offered space must be located within two (2) miles to amenities including but not limited to restaurants, pharmacies, and shopping.

K. Offered space must be located within a five (5) mile radius to a hospital or stand-alone emergency room center and a fire department.

L. Site must be able to accommodate deliveries by trucks with trailers separate from patient/staff entrance.

M. Offered space must be easily accessible to multiple highways which provide multiple routes of travel.

1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (VA OCT 2024)

A. Neighborhood:

Space shall be located in an appropriately zoned district. The neighborhood shall be suitable for the intended use of the Space and Building. Space shall also be located in an area where streets and public sidewalks are well maintained.

B. Parking:

The parking-to-square-foot ratio available on-site shall at least meet current local code requirements. On-site parking must contain at a minimum **800** parking spaces. Underground parking is prohibited.

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 a safely accessible, two-mile distance of at least **five (5)** instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining **three (3)** instances must fall within at least two (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), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K–12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

To be considered, amenities must be 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: Stop for a public bus and/or public transportation usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a direct and safely accessible, walkable 660 feet from the principal functional entrance of the Building, as determined by the LCO.

1.06 LIST OF RLP DOCUMENTS (VA OCT 2024)

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

DOCUMENT NAME	File Name Prefix	No. of Pages
Lease No. 36C10F25L0011 (GSA Template L100 for VA)	1	49
Agency Specific Requirements (ASR) Package – Cover Page	2	1
Appendix A – Program for Design (PFD)	2A	20
Appendix A.1 – Project Room Contents List (PRC)	2B	Excel
Appendix A.2 – Lease Design Narrative (LDN)	2C	53
Appendix A.3 – Room Data Matrix (RDM)	2D	2
Appendix A.4 – VA CBOC Information Transport Systems Specifications	2E	19
Appendix A.4.1 – OIT Data Center Design Narrative	2E.1	67
Appendix A.5 – Facility Security Level Requirements for FSL II	2F	16
Appendix A.6 – **Baltimore, MD OPC** Conceptual Floor Plan	3	3
Appendix B – Lease Service Narrative (LSN)	4	13
Offering Entity Acknowledgement Form	5	1
Offeror Proposal Compliance Matrix	6	5
Proposal to Lease Space (GSA Form 1364)	7	4
Attachment No. 1 to GSA Form 1364	8	Excel
GSA Form 1217 – Lessor's Annual Cost Statement	9	3
VA Form 10091 – VA-FSC Vendor File Request Form	10	4
Past Performance Questionnaire Form for VA	11	5
SF-330 – Architect-Engineer Qualifications	12	14
GSA Form 527 – Contractor's Qualifications and Financial Information	13	6
VA Handbook 6500.6	14	46
GSA Template 3516 – Solicitation Provisions	15	7
GSA Template 3517B – General Clauses	16	23
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	17	6
Certification of Building Energy Performance	18	1
DOL County Wage Determination – Baltimore City	19	6
DOL County Wage Determination – Baltimore County	19	6
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	20	4
Pre-Bid Conference Registration Form	21	1

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 (VA OCT 2024)

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.

D. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's

full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease.

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

E. INTENTIONALLY DELETED

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

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

1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (VA OCT 2024)

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

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022)

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

B. The security requirements attached to this Lease includes a general list of countermeasures to be installed in the leased Space

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

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

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

1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)

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

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers, and/or reviewing similar existing Offeror records.

2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.

3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.

4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

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

1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)

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

Lease LCO:

Earnest "EJ" Jackson, Jr.
Realty Specialist (Lease Contracting Officer), Lease Execution
Office of Real Property (ORP)
Office of Construction & Facilities Management (CFM)
U.S. Department of Veterans Affairs
Office Phone: (813) 729-3228
EARNEST.JACKSON@VA.GOV

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

Alternate Government Contact:

Patricia Restrepo
8955 Edmonston Road, Suite I
Greenbelt, MD 20770
(202) 997-7025
PATRICIA.RESTREPO@CHARTWELLENTERPRISES.COM

1.14 LEASE ACQUISITION FEE (VA OCT 2024)

The Lessor shall be responsible for paying all real estate commissions due in connection with the consummation of this Lease.

For purposes of this Solicitation, the real estate firm of **Chartwell Enterprises, LLC** is the authorized representative of the VA and is providing Lease Acquisition Services to VA in connection with this transaction. It is understood between Lessor and VA that **Chartwell Enterprises, LLC** has provided Lease Acquisition Services on behalf of VA to assist in the completion of this transaction.

In connection with the provisions of such Lease Acquisition Services and in the event of consummation of a lease agreement between Lessor and VA, Lessor will pay a commission or lease acquisition fee to **Chartwell Enterprises, LLC** in the amount of a percentage equal to the percentage specified in the brokerage commission agreement of the total aggregate lease value. The aggregate lease value shall include, but not be limited to, base rent (including fixed rental increases or as annualized), other rental income, operating expenses (base year), real estate taxes (base year), and amortized tenant improvements (if applicable). The aggregate lease value shall not include any rental abatement provided to the VA pursuant to the Lease; any rental escalations covering operating expenses and/or real estate tax increases during the lease term; any additional amounts paid by VA for services over and above those furnished by Lessor; any lump sum payments for tenant improvements. Commissions will not be collected on option periods or for lease terms beyond the firm term of the lease.

The aggregate lease value will be used to determine the commission due and payable and will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee shall be due and payable, as follows:

Seventy-five percent (75%) of commission or lease acquisition fee shall be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of commission or lease acquisition fee shall be paid to **Chartwell Enterprises, LLC** within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments.

The Lessor's responsibilities to pay the commission(s) or lease acquisition fee is independent of any other Lessor financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed VA by the Lessor. However, in the event Lessor shall fail to pay the commission(s) or lease acquisition fee amount owed to **Chartwell Enterprises, LLC** pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the commission(s) or lease acquisition fee on behalf of Lessor to **Chartwell Enterprises, LLC** out of rent payments and/or any lump-sum payments owed or to be owed to Lessor for reimbursement(s) of tenant improvement costs or payment(s) for services/work provided by Lessor. The Lease Acquisition Fee shall not exceed one million five hundred thousand dollars ($1,500,000.00).

1.15 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/FEDERAL-CONTRACTING/CONTRACTING-GUIDE/SIZE-STANDARDS.

1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)

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

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

A. 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 FLOOD PLAINS (VA OCT 2024)

A Lease will not be awarded for any offered Property with a plan for the site disturbance or development 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 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/or historic districts following this hierarchy of consideration:

1. Historic properties within historic districts.
2. Non-historic developed sites and non-historic undeveloped sites within historic districts.
3. Historic properties outside of historic districts.

B. Definitions:

1. *Determination of eligibility* means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. *Historic District* means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places.

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 LCO 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 a historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

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

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

1. First, to suitable historic properties within historic districts, a 10 percent price preference.

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

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

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

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

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

1. A historic property within a historic district.

2. A non-historic developed or undeveloped site within a historic district.

3. A historic property outside of a historic district.

2.06 ASBESTOS (OCT 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 (VA OCT 2024)

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.

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 by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES. The ENERGY STAR® Building Upgrade Manual (http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star) and Building Upgrade Value Calculator (http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

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

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

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

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

K. Intentionally Deleted.

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

A. The Government requests space with no recognized environmental conditions identified in a Phase I environmental site assessment (see 2.11.A) or other known hazardous 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.

2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (VA OCT 2024)

A. Environmental Due Diligence

1. The Offeror's proposal must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), conducted in accordance with the ASTM International Standard E1527-21, or most recent revision, as such standard may be revised from time to time. In accordance with ASTM Standard E1527-21, the study must be completed within 180 days (for this RLP, no earlier than 180 days before initial offers are due). The study must be performed by an environmental professional with qualifications as defined in the ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I ESA, 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 E1903-19), 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. The LCO reserves the right to dismiss an offer from consideration if RECs are identified or if the schedule for or effectiveness of resolving RECs is uncertain, lengthy, or otherwise does not meet the Government's requirements.

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 or additional field studies, including wetland survey and delineation, biological surveys, or any other studies required to complete a NEPA analysis from the Offerors to help it meet its obligations under NEPA. At its discretion, the Government may either conduct such studies or request the Offeror to perform any such additional studies, on a schedule consistent with the lease procurement process. The Government may 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 studies or documentation supporting the NEPA process provided by the Offeror for the offered Property are 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, as determined by the LCO, in their sole discretion.

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 finding of no significant impact, or Environmental Impact Statement (EIS) Record of Decision. 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. 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. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

2.13 CULTURAL RESOURCES STUDY (VA OCT 2024)

A Cultural Resources Study Report is required with initial offers. The Government has determined that it requires a brief preliminary study to predict the likelihood of the Lease Acquisition's impacts on cultural resources. The Cultural Resources Study shall include the following work:

A. **Background Research** - The Offeror will be performing historical research using primary and secondary source materials, and other research techniques as needed; analyzing historic records; accessing state and federal historical and archaeological databases; creating an inventory of surrounding historic districts, landscapes, sites and buildings that are recommended/determined eligible for or listed on the NRHP; assuring the accuracy and completeness of all data; and preparing documentation to support NRHP evaluation conclusions and to generate the information and perspectives needed to predict the likely presence or absence of historic resources and the likely adverse effects to these historic resources, if any.

B. **Identification and Initial Outreach of Experts and Interested Parties** - The Offeror will identify experts and others likely to be interested in and knowledgeable about the history, archaeology, and culture of the area, including but not limited to relevant local government officials and offices (determine whether the study area is within the boundaries of a Certified Local Government (CLG)), the county is an area of interest for a federally recognized Indian tribal governments, academic interests, and state, local, and other historical, architectural, and archaeological organizations.

C. **Fieldwork** - The Offeror will inspect the study area to the extent feasible from areas normally open to the public, and without conducting excavations or other modifications of the land, landscaping, buildings, or structures, to document the general character of each area and its buildings, structures, and other cultural features. If access is not feasible the Offeror will notify the VA to determine the most appropriate mechanisms for access.

D. **Report** - The Offeror will prepare and provide to VA a report, based on the results of A-C above, addressing the following questions with respect to the study area, and including all pertinent supporting documentation:

1. Determine and define, based on the RLP, pre-bid conference, and the Offeror's proposed space solution, what the Undertaking is.

2. Determine and define what the Area of Potential Effect (APE) for the Undertaking is. Provide geographic materials (i.e. USGS maps, aerial images, etc.) delineating the exact dimensions of the APE.

3. Determine and define if there are districts, sites, buildings, structures, or objects wholly or partly within the APE that are on or may be eligible for the National Register of Historic Places.

4. Determine and define what the likelihood that other kinds of cultural resources (e.g. significant local sociocultural groups or activities, religious practices, cultural institutions, documents, artifacts, etc.) exist or occur in the APE, particularly any resources associated with federally recognized tribes.

5. Determine and define if such listed or eligible historic properties or other cultural resources are likely to exist in the APE, and what potential adverse effect(s) would the Undertaking have on the historic resources.

6. What recommendations do you have for further study or other actions, if any, including minimizing or mitigating any potentially negative impacts?

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 (VA OCT 2024)

Interested parties will be responsible to submit initial questions by 4:00 PM ET, 06/27/2025. All questions must reference the associated section of the RLP and be emailed to VA's Broker at PATRICIA.RESTREPO@CHARTWELLENTERPRISES.COM. A Pre-Bid conference is scheduled to be held virtually on 06/23/2025 at 9:30 AM ET. Parties interested in attending are required to pre-register by submitting a completed registration table (see in list of RLP documents) to Patricia Restrepo at PATRICIA.RESTREPO@CHARTWELLENTERPRISES.COM no later than 4:00 PM ET, 06/18/2025.

A. Traditional method – Compact Disc (CD), E-mail:

1. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

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

   a) No later than 4:00 PM ET on the date specified below at the following designated office and address (es):

      CD - FedEx, UPS, or Hand Delivered:

      Date: 08/08/2025

      U.S. Department of Veterans Affairs
      Office of Construction and Facilities Management (CFM)
      C/O: Chartwell Enterprises LLC
      Attn: Patricia Restrepo
      8955 Edmonston Road, Suite I
      Greenbelt, MD 20770

   b) No later than **4:00 PM ET** on the date specified below at the following email address (es):

Email/Electronically:	**With copies to:**
Date: 08/08/2025	
Office of Construction & Facilities Management (CFM)	Chartwell Enterprises LLC
Attn: Earnest "EJ" Jackson, Jr.	Attn: Patricia Restrepo
EARNEST.JACKSON@VA.GOV	PATRICIA.RESTREPO@CHARTWELLENTERPRISES.COM

      Subject: **RLP No. 36C10F25R0036 Baltimore, MD – Outpatient Clinic (OPC) – Initial Offer**

3. 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.

4. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 PM EST one Working Day prior to the date specified for receipt of proposals.

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

6. There 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.

Offers shall be submitted to VA at the above referenced location in four (4) separate Volumes. Offers shall be properly signed, initialed, converted to a PDF file and indexed with bookmarks.

(a) If submitted via Fed Ex, UPS, or hand delivered, offer should be submitted on two compact discs. Each compact disc shall be marked appropriately: Volume 1-Technical Proposal; Volume 2-Price Proposal; Volume 3–Environmental; and Volume 4-Additional Submittals & Financial Capacity . Volumes, 1, 3, or 4 shall not contain any pricing information. Offerors shall only submit one electronic copy (Compact Discs) of each Volume to the Contracting Officer at the address above. NO hard copies of any kind, will be accepted by VA. Each CD cover/sleeve/holder as well as the actual CD shall be marked appropriately with the following information in type size and color that is clearly readable:

- Name of Offering Entity
- RLP No. 36C10F25R0036 Baltimore, MD – Outpatient Clinic
- Initial Offer Volume 1-Technical Proposal, Initial Offer Volume 2-Price Proposal, Initial Offer Volume 3-Environmental, or Initial Offer Volume 4-Additional Submittals & Financial Capacity.

(b) If submitted via email, attached files shall be marked appropriately:

Volume I - Technical Proposal
Volume II - Price Proposal
Volume III - Environmental
Volume IV - Additional Submittals & Financial Capacity

Volumes I, III, or IV shall not contain any pricing information.

7. Offers shall be submitted to VA at the above referenced location in four (4) separate Volumes. Offers shall be properly signed, initialed, converted to a PDF file and indexed with bookmarks.

(a) If submitted via Fed Ex, UPS, or hand delivered, offer should be submitted on two compact discs. Each compact disc shall be marked appropriately: Volume 1-Technical Proposal; Volume 2-Price Proposal; Volume 3–Environmental; and Volume 4-Additional Submittals & Financial Capacity . Volumes, 1, 3, or 4 shall not contain any pricing information. Offerors shall only submit one electronic copy (Compact Discs) of each Volume to the Contracting Officer at the address above. NO hard copies of any kind, will be accepted by VA. Each CD cover/sleeve/holder as well as the actual CD shall be marked appropriately with the following information in type size and color that is clearly readable:

· Name of Offering Entity
· RLP No. 36C10F25R0036 Baltimore, MD – Outpatient Clinic
· Initial Offer Volume 1-Technical Proposal, Initial Offer Volume 2-Price Proposal, Initial Offer Volume 3-Environmental, or Initial Offer Volume 4-Additional Submittals & Financial Capacity.

(b) If submitted via email, attached files shall be marked appropriately:
Volume I - Technical Proposal
Volume II - Price Proposal
Volume III - Environmental
Volume IV - Additional Submittals & Financial Capacity
Volumes I, III, or IV shall not contain any pricing information.

8. Offers shall consist of the documents outlined in the Offeror Proposal Compliance Matrix, RLP Section 1.06.

9. Offers shall be organized and provided as set forth in the Offeror Proposal Compliance Matrix and adhere to a reasonable, efficient page limit. To the extent items are missing, not adequately addressed, or page limits are unreasonable in a proposal, the Contracting Officer may determine the proposal to be unacceptable and therefore excluded from the competition, at the sole discretion of the Contracting Officer. Each Header and Sub-header (bold text) shall be treated as a bookmarked chapter with relevant information contained therein.

3.03 PRICING TERMS (VA OCT 2024)

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 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), 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 as they will have been paid by lump sum.

7. INTENTIONALLY DELETED

8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.

9. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.

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

11. 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.

C. INTENTIONALLY DELETED

D. 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 (VA OCT 2024)

A. This RLP is subject to an approved Prospectus issued in accordance with 40 USC § 3307. If a copy of the prospectus is not attached to the RLP, a copy may be obtained from the LCO upon request.

3.06 ADDITIONAL SUBMITTALS (VA 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.

B. Satisfactory evidence of at least two conditional commitments of funds in an amount necessary to prepare the Space, including Shell and TI 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.

The following items must be submitted with the Offeror's proposal.

Offeror must submit written evidence that it is authorized by the owner of the site to present the site. In addition, Offeror must provide evidence of site control for longer than the duration of the lease term required in this RLP, including the post-award design and construction phase as well as all renewal options. Documentation that constitutes evidence of control includes, but is not limited to, the following fully-executed documents:

- An option to purchase;
- A sales contract;
- A deed showing fee simple ownership; or
- An option to lease the site for longer than the lease term plus the post-award design and construction phase and any renewal options.

Except for a deed evidencing fee simple ownership, any evidence of owner's consent or site control submitted by the Offeror must be signed by both the landowner and the Offeror and notarized.

Provide a title report dated no fewer than sixty (60) calendar days prior to the due date for initial offers that shows the record owner of the offered site, and all liens, encumbrances, conditions, restrictions, and documents of record that affect the offered site. In addition, provide a certification from the Offeror to VA that the state of title on the offered site is free of covenants, conditions, restrictions, liens, or other items that could prevent or restrict the Offeror fulfilling the terms of the Lease or VA utilizing the property as a health care facility as set forth in the Lease. If any title issues do exist, state the Offeror's plan for remedying the issues with a completion date no later than lease award.

Provide evidence of compliance with local zoning requirements as necessary in order to develop the site for VA's intended use.

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

F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:

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

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

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

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at HTTP://WWW.SAM.GOV 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 GREEN GLOBES® FOR NEW CONSTRUCTION (GG®-NC) credits for Two Green Globes level certification. If pursuing Green Globes®-NC, the Offeror may add GBI Green Globes®Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

T. Intentionally Deleted.

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.

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 project 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. An Organizational Chart to include building ownership, authorized representation of ownership, if applicable, signature authority, all key personnel described in Teaming Agreements, all key personnel dedicated to the project, operations and maintenance staff, and small business structure, including Joint Venture, if applicable.

AE. Offeror must clearly and specifically identify how it will meet the near-term funding requirements for the project including, but not limited to land acquisition, payment of commissions and professional fees and equity related to securing any debt funding, if any, anticipated for the project. The plan must specifically identify the amount of those costs, the timing of the costs and the sources of funding those costs.

This information MUST be included in the Offeror's initial technical proposal. All financial information is confidential and will not be shared. If requested by the Contracting Officer, additional or updated information must be provided.

If requested by the Contracting Officer, additional supporting more information may be required.

1. Offerors must provide a financial plan that clearly and specifically identifies how it will meet the near-term funding requirements for the project including, but not limited to land acquisition, payment of commissions and professional fees and long-term funding requirements. Offerors should clearly define equity related to securing any debt funding, if any, anticipated for the project. The plan must specifically identify the type of financing, the amount of financing, the timing of the costs and the sources of funding.

2. The Offeror must provide satisfactory evidence of two (2) conditional commitments of funds in an amount necessary to prepare and/or construct the space. Each commitment must be signed by an authorized bank officer or other financial institution and must state that the officer has reviewed the Offeror's project and terms of Offeror's cost proposal to VA. At a minimum, each conditional commitment of funds must state the following:

- Amount of Loan;
- Loan Term in Years;
- Annual Percentage Rate;
- Length of Loan Commitment;
- Amortization Period
- Name of the Principal(s) Involved;
- Type of Debt Funding – Bond vs. Traditional Amortizing Loan;
- Contact Information for Lender; and
- The Purpose of the Loan.

3. Offeror must also provide evidence of financial resources sufficient to prosecute the work and meet near-term funding requirements. Such evidence must include:

- A Statement of Offeror's Financial Condition;
- Equity Source(s) for this project;
- Back-up Equity Source for this project;
- Financial Statements, Including Statement of Net Worth, Balance Sheets, and Profit and Loss Statements for the prior three years. The financial statements must include a certification or statement from a Certified Public Accountant (CPA) that the financial statements being presented to VA fairly present Offeror's financial condition.

If Offeror is an individual and personal financial information is being provided as evidence, the following is required:

- Personal Financial Statements providing evidence of financial resources sufficient to prosecute the work and meet near-term funding requirements, to include Income Statement for the preceding 12 months, Balance Sheet, a Statement of Net Worth. These financial statements must be prepared and include a certification or statement from a Certified Public Accountant (CPA) that the financial statements being presented to VA fairly present Offeror's financial condition.
- Individual tax returns for the prior three years.
- Statements from banks or other financial institutions that provide an independent verification of the assets presented in the financial statements.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (VA OCT 2024)

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

The TI Allowance is a total of **$40,480,800** (TIs are the finishes and fixtures that take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation

(working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

C. The Government reserves the right to amortize any portion of the Tenant Improvements at the amortization rate proposed by the Offeror on Attachment 1 to GSA Form 1364. Amortization of the Tenant Improvements will be over the firm term of the lease. The decision by the Government on whether or not to amortize the Tenant Improvements, and/or what portion of the allowance is to be amortized, is solely that of the Government. The unamortized portion of the Tenant Improvements will be paid by the Government in lump sum upon acceptance of the space by the Government.

D. The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvements. That part of the Tenant Improvements amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvements. If the Government elects to make a lump sum payment for the Tenant Improvements after occupancy, the payment of the Tenant Improvements by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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

3.09 INTENTIONALLY DELETED

3.10 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023)~~ – INTENTIONALLY DELETED

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (VA OCT 2024)

The Government requires a fully serviced Lease, net of janitorial services, 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.

The Offeror shall ensure that public utilities necessary for operation are available and operable at the site at the time of final inspection. The Offeror is required to pay any deposits and hook-up fees relative to utilities (water-tap fee, water connection fee, sewer connection fee, sewer tap fee, etc.).

3.12 ~~UTILITIES SEPARATE FROM RENTAL~~ / BUILDING OPERATING PLAN (VA OCT 2024)

The Offeror shall submit a building operating plan with the offer. Such plan shall include a recommended schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date and subject to VA adjustments.

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. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

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

4.02 HUBZONE SMALL BUSINESS CONCERN 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 (VA OCT 2024)~~ – INTENTIONALLY DELETED

4.04 AWARD BASED ON BEST VALUE TRADE OFF (VA OCT 2024)

In accordance with FAR Part 15.101, competitively negotiated best value trade off source selection procedures will be used to evaluate proposals, and award will be made to the responsible Offeror offering the best value to the Government after evaluation of both the total evaluated contract price and non-priced technical factors.

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

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

TECHNICAL EVALUATION FACTORS

The technical factors are listed in descending order of importance and listed below. Areas of Consideration are not listed in order of importance and are not assigned a specific rating. Minimum submission requirements are listed in Section 3.02 of the RLP.

FACTOR 1: LOCATION

Areas of Consideration
A. Unique Requirements
B. Neighborhood, Amenities & Transportation
C. Visibility & Access

EVALUATION

VA will evaluate the proposed location in accordance with RLP requirements with emphasis on the following criteria listed. Elements of proposals that exceed the criteria will be considered strengths; elements that significantly exceed the criteria will be considered significant strengths.

Criteria:

1.A.1. Unique requirements in the RLP and Agency Specific Requirements.
1.B.1. The neighborhood's compatibility with VAs intended use of the facility.
1.C.1. Proximity to amenities and transportation.
1.C.2. (Visibility) Clear and obvious facility signage, and entrance designs.
1.C.3. Easily accessible site from major thoroughfares relative to the market area.

SUBMISSION INSTRUCTIONS

The Offeror shall provide maps showing the location of the site/building/space within the delineated area. Thoroughfares, relevant amenities, emergency services, etc. shall be highlighted and include estimated distance and drive or walking times. Offeror shall provide street view renderings to illustrate approaching driver/pedestrian's clear and obvious view of signage and building entrance.

Offeror's submission for this evaluation factor shall be limited to 5 pages.

FACTOR 2: TECHNICAL QUALITY

Areas of Consideration
A. Architectural Concept & Building Design
B. Quality of Site Characteristics & Development
C. Sustainable Design and Energy Efficiency

A. Architectural Concept & Building Design

EVALUATION

VA will evaluate the proposed architectural concept, building design and materials, how well the Offeror has accommodated VA's space program and adjacencies with the proposed floorplans with emphasis on the following criteria listed. Elements of proposals that exceed the criteria will be considered strengths; elements that significantly exceed the criteria will be considered significant strengths.

Criteria:

2.A.1. Offered space is within the requirement measured per ANSI/BOMA standards.
2.A.2. The exterior architectural design is compatible with its surroundings and makes use of high-quality materials.
2.A.3. The interior architectural concept is contemporary, incorporates natural light, and is appropriate for VA's intended use.
2.A.4. The column grid is coordinated with the proposed layout with minimal impacts to the VA's use of the space.
2.A.5. The HVAC system is in compliance with the Agency Specific Requirements and the offer clearly shows the entire HVAC system as shell.
2.A.6. Floorplans shall include all spaces required by the Program for Design with limited adjustments to individual room/space sizes and provide the required adjacency requirements listed in the Agency Specific Requirements.
2.A.7. Shell physical security requirements of the building design are provided.

SUBMISSION INSTRUCTIONS

The Offeror shall expound on the Government's concepts and provide sufficient narrative detail and drawings (as per the offeror proposal compliance matrix), to present a facility with shape and dimensions that optimize the space program and all functional requirements of the facility. The Offeror should address functional as well as aesthetic components of the facility in sufficient detail so that the VA may conduct a comprehensive evaluation of the environment of care being proposed. The Offeror shall submit evidence that all facility requirements within the RLP are met. The Offeror shall clearly list in a narrative and call out on drawings, items or features that are being proposed as betterments (exceeding the requirements) that are included in the shell rent.

Offeror's submission for this area of consideration shall be limited to 15 pages of narratives, 5 pages of renderings and a reasonable number for drawings. Renderings shall not be duplicated in drawing sets.

B. Quality of Site Characteristics & Development

EVALUATION

VA will evaluate the quality of site characteristics and development based on how the Offeror's development of the site accommodates VA's program for design, building footprint, parking, circulation, and physical security requirements with emphasis on the criteria listed. Additionally, VA will evaluate the site plan for suitable ingresses and egresses to and from the main (public) roadway(s), emergency vehicle access, public and staff entrances, and service entrances. Elements of proposals that exceed the criteria will be considered strengths; elements that significantly exceed the criteria will be considered significant strengths.

Criteria:

2.B.1. The required amount and type of parking is provided.
2.B.2. Ingress and egress for patients, staff, emergency vehicles and service deliveries are suitable for the size and scope of the facility.
2.B.3. Agency Specific Requirements of the site are provided.
2.B.4. Landscaping is appropriate for the local region that compliments the facility.
2.B.5. Site Physical Security plans and narratives demonstrate the physical security requirements are provided.

SUBMISSION INSTRUCTIONS

The Offeror shall provide sufficient narrative detail and plans (as per the offeror proposal matrix), to present the site characteristics. The Offeror shall submit evidence that all site requirements within the RLP are met. The Offeror shall clearly list in a narrative and call out on the plans, items or features that are being proposed as betterments (exceeding the requirements) that are included in the shell rent.

Offeror's submission for this area of consideration shall be limited to 5 pages of narratives, 2 pages of renderings and a reasonable number of drawings.

C. Sustainable Design and Energy Efficiency

EVALUATION

VA will evaluate the proposed sustainable design and energy efficiency in accordance with the appropriate sustainability criteria. Exceeding the required sustainability ratings will be a strength, significantly exceeding the required sustainability rating will be a significant strength.

Criteria:

2.C.1. Offer shall meet the required sustainability rating as required by the L-100.

SUBMISSION INSTRUCTIONS

The Offeror shall provide the appropriate documentation (as per the offeror proposal matrix) in accordance with the required sustainability criteria that demonstrates compliance with the required sustainability rating.

FACTOR 3: DELIVERY SCHEDULE

Areas of Consideration
A. Design and Construction Duration/CPM Schedule
B. Project Management Plan

A. Design and Construction Duration/CPM Schedule

EVALUATION

VA will evaluate the proposed delivery duration and schedule on its ability to provide a plan to design, construct, accept and activate the facility for VA's enjoyment of the space as soon as reasonably possible.

Proposed durations that are shorter than the anticipated duration, which demonstrate reasonableness will be considered a strength or significant strength accordingly. Proposed durations that are longer than the anticipated duration will be considered a weakness or a significant weakness, accordingly.

SUBMISSION INSTRUCTIONS

The Offeror shall provide a high-level CPM project schedule, highlighting key assumptions, and a strategy for sequencing the work. The project schedule must clearly depict all main project milestones to include those required by Section 2.10 and 4.01 (L-100). The Offeror shall include a narrative along with the CPM schedule that clearly states the durations required by the VA as well as the Offeror's proposed durations for the milestones/activities not specified in Section 4.01. The narrative absolutely must include the Offeror's proposed duration in which all TIs and other required construction work will be completed following issuance of NTP and the overall proposed duration from award to acceptance.

B. Project Management Plan

EVALUATION

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

SUBMISSION INSTRUCTIONS

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

a. Workload of its principals, key personnel, project team, and the project teams of the Offeror's A/E, construction contractor, and operations/management team at the anticipated date of lease award through completion of construction.
b. An Organizational Chart to include building ownership, authorized representation of ownership, if applicable, signature authority, all key personnel described in Teaming Agreements, all key personnel dedicated to the project, operations and maintenance staff, and small business structure, including Joint Venture, if applicable.
c. List of projects on which the team is anticipated to be working at the time of lease award, including project location, size, and contract value.
d. List of projects on which the offering entity and its key personnel and members are currently bidding, including project location, size, and estimated contract value; and
e. A plan for how this project will be staffed, the roles and responsibilities of team members, particularly key personnel, and how the Offeror will approach the successful completion of the contract requirements.
f. Reasonableness of the proposed schedule, risk mitigation and how the Offeror will successfully deliver the space in the time proposed.
g. Quality Control and Assurance Plan– Detaining how inspections will be conducted and the roles and responsibilities of the General Contractor, the Architect of Record, and the Lessor.

FACTOR 4: OFFEROR'S QUALIFICATIONS AND PAST PERFORMANCE

Areas of Consideration
A. Offeror Past Performance
B. Offeror Qualifications
C. Design Team & General Contractor Qualifications

Offeror's Past Performance

EVALUATION

Past performance will be evaluated in compliance with FAR Part 15.305(a)(2) in a holistic manner, considering multiple aspects of the Offeror's previous projects. Past Performance will be considered for the **Offeror** (inclusive of the offering entity,

predecessor companies, and key personnel). Offerors may provide up to five (5) examples of and references for past performance as a prime contractor, where construction has been completed during the past five (5) years. The relevancy of the projects and the Offeror's performance on the projects, for which Past Performance is provided, will be evaluated.

Relevancy. Medical facility projects that are comparable in size and complexity or exceed the size and complexity of this project will be considered more relevant than those that are smaller in size and less complex than this project. In the context of the above, VA projects are more relevant than non-VA federal government projects, which are more relevant than non-federal government projects. Non-medical facility projects will be considered the least relevant. The relevancy of the Offeror's role in the projects for which Past Performance is provided will also be evaluated. Roles listed in order of most to least relevant are: developer, lessor, general contractor, and design team. The relevancy of projects and role will provide the Government with a level of confidence in the following evaluations of the Offeror.

Performance. Past Performance Questionnaire (PPQ) ratings shall help assess the following:

1) The Offeror is capable of performing under the lease contract in a timely manner and within budget;
2) The Offeror has effectively managed its project teams and the project itself to ensure customer satisfaction and project success;
3) The facilities produced by the Offeror are of high quality as may be evidenced by awards or accolades; and
4) The Offeror has engaged in upstanding business practices, including subcontracting to Veteran-owned small businesses and other small businesses, making timely payments to subcontractors, and operating within legal and ethical standards.

VA will evaluate most favorably Offerors who demonstrate past successes, as a prime contractor, with relevant, similar projects, completed on time and within budget, to the satisfaction of their customers and corroborated by positive feedback through the PPQ.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

SUBMISSION INSTRUCTIONS

The Offeror shall:

1) Affirmatively state whether the offering entity has a record of relevant past performance.
2) Identify key personnel that are to be committed to the project and provide corresponding resumes.
3) Provide a list titled, Past Performance List of References, of up to five (5) of the most relevant contracts, where construction has been completed during the past five (5) years, using the format provided in the table below. The Past Performance List of References must be included as part of the Offeror's Initial Offer Volume I – Technical Proposal in accordance with Section 3.02. **The Offeror shall submit no more than five (5) past performance references and associated Past Performance Questionnaires (PPQs).**
    a. The information provided in the Past Performance List of References shall be supported by PPQs. A corresponding PPQ must be received for each reference for the contract to be considered and evaluated for this area of consideration.
    b. Completion and submission of PPQs is solely the responsibility of the Offeror and its references to provide to the Government in accordance with this RLP.
    c. The Offeror is advised that VA will validate the information provided in all PPQs.

4) Provide evidence of past performance in accordance with FAR 15.305(2) and GSAM 570.304(C) as outlined below.

    a. Evidence of past performance for **VA contracts** may be submitted as follows:

        i. Offeror has a previously completed PPQ on file for the referenced contract completed in the last five (5) years:

            1. Offeror shall complete Part I (Cover Page) of the PPQ template included with this RLP and attach the previously completed PPQ.
            2. The previously completed PPQ must have a time-stamped signature from the reference.
            3. The previously completed PPQ must be included as part of the Offeror's Volume I Proposal in accordance with Section 3.02 to be evaluated.

        ii. Offeror does not have a corresponding PPQ on file for the referenced contract:

            1. Offeror shall provide the PPQ template included with this RLP to the reference.
            2. Offeror shall allow adequate time for references to complete and send the PPQ to the appropriate recipients within the allocated timeframe.
            3. PPQs completed by the Offeror's references must be submitted via email as follows:
                a. Submit directly to the Contracting Officer, with a copy to VA's real estate broker representative. Reference RLP paragraph 1.13, AUTHORIZED REPRESENTATIVES.

b. Email subject line shall read, "RLP No. [XX], [Name of Offeror] – Completed Past Performance Questionnaire".

4. PPQs completed by the Offeror's references must be submitted on or before the due date for initial offers. PPQs not submitted timely may not be included in the evaluation at the sole discretion of the Contracting Officer.

b. Evidence of past performance for **non-VA federal government contracts or non-federal contracts** may be submitted as follows:

i. Past performance evidence must be submitted by the Offeror's references, via email, by submitting directly to the Contracting Officer, with a copy to VA's real estate broker representative. The email subject line shall read, "RLP No. [XX], [Name of Offeror] – Completed Past Performance Questionnaire".

ii. The PPQ template attached with this RLP may be used in lieu of other Government systems or records.

iii. PPQs completed by the Offeror's references must be submitted on or before the due date for initial offers. PPQs not submitted timely may not be included in the evaluation at the sole discretion of the Contracting Officer.

5) In addition to PPQ submissions, the Offeror may include letters of recommendation, awards, or certifications that indicate that the Offeror possesses a high-quality process for developing and providing the final project or service. **However, Offerors shall not provide project examples, profiles or references of any kind outside of the five (5) PPQs**.

PAST PERFORMANCE LIST OF REFERENCES

In reference to column **PPQ** below, check the appropriate box (see RLP, Section 4.04, for submission instructions):
A. Select A if VA Contract, Offeror using a previously completed PPQ
B. Select B if VA Contract, Offeror submitted a PPQ request to the contract reference; include date of submission
C. Select C if Non-VA Contract

Contract Reference No.	***Past Performance Contractor Entity***		***Past Performance Reference***		**PPQ**			**Date PPQ Submitted to Reference**
	Entity Name	**UEI No.**	**Name/Title**	**Phone/Email**				
1					A	B	C	
2					A	B	C	
3					A	B	C	
4					A	B	C	
5					A	B	C	

Offeror's Qualifications

EVALUATION

This area of consideration evaluates the Offeror's experience in designing, constructing, and operating comparable facilities. VA defines comparable to be similar in size, complexity, and purpose. VA will consider Offeror's experience developing, managing, and operating projects. Experience with medical facility projects that are comparable in size and complexity or exceed the size and complexity of this project will be considered more relevant than those that are smaller in size and less complex than this project. In the context of the above, VA projects are more relevant than non-VA federal government projects, which are more relevant than non-federal government projects. Experience with non-medical facility projects will be considered the least relevant.

SUBMISSION INSTRUCTIONS

Offerors shall provide a list of experience and supporting case studies (no more than 5) identifying the information listed below. Additional information can be submitted to ensure effective communication of the challenges and results of the Offeror's experience: Case studies should include, at a minimum:

- Project Description
- Project Location
- Project Square Footage
- Type of Facility
- Lease or Owned
- Offeror's role on project and scope performed
- Year completed
- Years Owned and Operated
- Year Sold (if applicable)

Offeror's submission for this evaluation factor shall be limited to two (2) pages per case study, and no more than ten (10 pages total).

Design Team & General Contractor Qualifications

EVALUATION

VA will evaluate the offer based on the experience of the A/E firm and General Contractor with designing, constructing, and renovating facilities as demonstrated in an Experience Narrative and the qualifications of the A/E firm and Construction Contractor. VA will evaluate most favorably A/E firm and General Contractor qualifications and experience with facilities of similar or greater size and complexity as the facility required in this RLP (i.e., a build-to-suit medical outpatient facility for a Federal tenant). Medical facility projects that are comparable in size and complexity or exceed the size and complexity of this project will be considered more relevant than those that are smaller in size and less complex than this project. In the context of the above, VA projects are more relevant than non-VA federal government projects, which are more relevant than non-federal government projects. Non-medical facility projects will be considered the least relevant. VA will also favorably evaluate the Offeror's experience working together with the A/E firm or General Contractor on previous projects.

SUBMISSION INSTRUCTIONS

a. Design Team Qualifications

The Offeror shall:

1) Provide an Experience Narrative for the A/E firm that describes its organizational and key personnel experience in successfully designing relevant facilities per the Evaluation paragraph above.
2) Identify Design Team key personnel that are to be committed to the project and provide descriptions of their experience with relevant projects.
3) Provide a completed SF 330, "Architect-Engineer Qualifications" for each individual or firm on the Lessor's design team. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include licensed or registered professionals in good standing providing the following services: Architecture, Structural Engineering, Civil Engineering, Mechanical Engineering, Fire Protection, Electrical Engineering, Interior Design, and appropriate Low Voltage Engineering (Structured Telecommunications Cabling, Security, Audio Visual, Medical Equipment, and Special Systems and Physical Security personnel).
4) Provide a copy of the license or certification of the future A/E of Record individual(s) and/or firm(s), providing architectural and engineering design services, proving their ability to practice in the State where the facility is to be located. Low-voltage designers shall be BICSI-certified for structural cabling.
5) In the initial offer and prior to award, the Offeror shall provide evidence of a firm commitment of teaming arrangements with the architect firm(s) that are presented in the Lessor's proposal in the form of a letter on each company's letterhead addressed to the Contracting Officer from the principal(s) of each of the respective firms.

Design teams that demonstrate greater expertise and experience among key personnel and regarding successful, comparable projects will be more highly rated.

b. General Contractor Qualifications

The Offeror shall:

1) Provide an Experience Narrative for the General Contractor that describes its organizational and key personnel experience in successfully constructing relevant facilities per the Evaluation paragraph above.
2) Identify General Contractor key personnel that are to be committed to the project and provide corresponding resumes.
3) Provide a completed GSA Form 527 (10/15), "Contractor's Qualifications and Financial Information" for the Offeror and the General Contractor; Section V needs to be completed for the Offeror but not any of the aforementioned parties. In Section VII of Form 527, the Offeror must provide a description of outstanding commitments, names, and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to the project described herein.
4) Provide a copy of the license in the State where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If the Lessor is also the contractor, information provided in response to paragraphs Past Performance and Financial Resources above need not be duplicated.
5) In the initial offer and prior to award, the Offeror shall provide evidence of a firm commitment of teaming arrangements with the General Contractor that are presented in the Lessor's proposal in the form of a letter on each company's letterhead addressed to the Contracting Officer from the principal(s) of each of the respective firms.

Installers shall have OEM credentials for the Special Systems listed in this RLP. The Offeror shall provide contractor's past and present safety, performance on contracts, which reflect the Offeror's ability to perform on the proposed effort.

Contractors that demonstrate greater expertise and experience among key personnel and regarding successful, comparable projects and that demonstrate the financial resources to successfully execute this project will be more highly rated.

FACTOR 5: OPERATIONS & MAINTENANCE PLAN

Areas of Consideration
A. Interior and Exterior Maintenance of Building and Grounds
B. Routine Emergency Calls - Procedure and Response Times
C. Staffing Plan, Administrative Procedures, & Quality Control Plan

EVALUATION

Operations and Maintenance Plans will be evaluated for the adequacy and efficiency of operations to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility, pursuant to the size, scope and complexity of the facility's mission requirements. An Operations and Maintenance Plan that demonstrates that the Offeror will keep the facility and site in prime condition and operating order for the entire lease term, and that emergencies will be quickly and effectively addressed, will be evaluated most favorably. The Offeror's Operations and Maintenance Plan shall provide:

1) Staffing plans indicating trades, number of personnel, experience levels and qualifications, and operating schedules;
2) Evidence of conformance with requirements prescribed in Section 6 of the Lease Form L100 and Appendix B – Lease Service Narrative;
3) Operations and Maintenance Quality Control Plan;
4) Detailed plan describing how the interior maintenance shall be scheduled, including all building systems, including but not limited to: HVAC; plumbing and electrical maintenance; and any janitorial maintenance associated with all services provided by the Lessor;
5) A detailed chart and/or narrative has been provided that indicates an operating schedule for when certain systems and/or interior building areas will be cleaned and maintained. Interior maintenance will be proactive and preventive; and, at a minimum meeting industry and local standards;
6) Detailed plan describing how the exterior maintenance of the building and grounds shall be scheduled and maintained, including landscaping, exterior lighting maintenance, parking lot maintenance, pest control, window washing and general litter pick-up;
7) A detailed chart and/or narrative has been provided that indicates an operating schedule for when exterior building or ground areas will be cleaned and maintained. Exterior maintenance will be proactive and preventive; and, at a minimum meeting industry and local standards;
8) Specific procedures are identified in detail on how the Lessor or his identified local property manager will handle both emergency and routine service calls in an expedited manner. Emergency calls shall be automatically responded to (on scene) within 60 minutes of receipt of call on a 24-hour, 7-days-per-week basis, with repair/neutralization of the problem occurring as soon as possible on the same day. Service calls will be classified as routine calls when the work does not qualify as an emergency call. Eighty-five (85%) of all routine calls shall be completed within five (5) working days after the receipt of the call, with remainder being completed within ten (10) working days.

SUBMISSION INSTRUCTIONS

The Offeror Shall:

1. The Offeror shall submit a detailed Operations and Maintenance Plan in accordance with the evaluation criteria above.
2. The Offeror shall submit evidence that all Operations and Maintenance requirements within the RLP are met.

FACTOR 6: SOCIO-ECONOMIC STATUS

Areas of Consideration
A. Service-Disabled Veteran Owned Small Business (SDVOSB)
B. Veteran Owned Small Business (VOSB)
C. Small Business
D. All Other

EVALUATION

This technical factor evaluates the socio-economic status of the Offering entity.

For the purposes of this solicitation and resultant contract (lease), North American Industry Classification System (NAICS) codes is 531120. Prime and Joint Ventures submitting a proposal in response to this solicitation must meet the small business size standard.

Eligible Service-Disabled Veteran-Owned Small Businesses, Veteran-Owned Small Businesses, or Small Businesses shall receive credit for their status. Service-Disabled Veteran-Owned Small Businesses will receive full credit for this evaluation criteria, Veteran-Owned Small Businesses will receive partial credit greater than, and all other Small Businesses will receive partial credit.

SUBMISSION INSTRUCTIONS

SMALL BUSINESS

In order to receive credit for any small business classification, as a component of these evaluation criteria, small businesses must:

- Register and provide a Unique Entity ID Number validated in SAM.GOV
- Completed Representations and Certifications in SAM.GOV that have been entered or updated **within the last 12 months**, are current, accurate, complete, and applicable to this solicitation (**including the business size standard applicable to the NAICS code referenced for this solicitation**)
- Provide the SAM.GOV print out verifying offering entity's status
- Provide SBA web print out showing registration or a signed acknowledgement of application from the Small Business Administration

SDVOSB and VOSB

Status as a Service-Disabled Veteran-Owned Small Business is determined in accordance with 13 CFR Parts 125.8 through 125.13, and Part 128. Any business intending to seek socioeconomic status as a veteran-owned small business should closely review Part 128. As of January 1, 2023, SBA has assumed control of the VOSB and SDVOSB certification process for purposes of nearly all small business federal contracting, and self-certification for VOSBs and SDVOSBs is being eliminated. Only those contractors intending to compete for SDVOSB or VOSB contracts through VA's Veterans First Contracting Program have been required to obtain verification of their qualified status through VA's Center for Verification and Evaluation (CVE). . Contractors seeking VOSB or SDVOSB certification can submit applications and documents for processing on SBA's website (https://veterans.certify.sba.gov). VOSB/SDVOSB status through SBA must be certified and active at the time initial proposals are due, . The Offeror's Unique Entity ID must correspond to the Unique Entity ID in SAM.GOV.

JOINT VENTURES

For purposes of this solicitation a Joint Venture (JV) is a Partnership. An Offeror may submit a proposal in the form of a Joint Venture only if the existing Joint Venture has a corresponding Unique Entity ID Number in HTTPS://WWW.SAM.GOV **and all the proposal submission documents are in the name of the existing Joint Venture, not the individual partners of the Joint Venture**. These include, but are not limited to:

- GSA Form 1364A
- GSA Form 1217
- Financial Resource Commitment Letters

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

1. The Joint Venture is registered in SAM.GOV and has a corresponding Unique Entity ID Number;
2. The Joint Venture meets the definition of a Joint Venture for size determination purposes under applicable provisions of the FAR and SBA's small business regulations in Title 13 of the CFR;
3. The Joint Venture must meet the requirements of 13 CFR 125.18;
4. The Joint Venture fills out and submits the Representations and Certifications in SAM.GOV; and,
5. The Joint Venture meets the requirements of 13 CFR 128.402, which includes having a certified (through the SBA) VOSB or SDVOSB as a managing member whose status corresponds with the type of award required under NAICS 531120.
6. At the time of the offer, each certified VOSB or SDVOSB joint venture partner MUST certify to the contracting officer under its own name that: (1) it is a certified VOSB or SDVOSB; (2) that it, together with its affiliates, is small under the applicable size standard; and (3) it will comply with the applicable limitation on subcontracting rules as set forth in 13 CFR 125.6.
7. The Joint Venture must comply with the requirements under 13 CFR 125.9 for purposes of submitting an offer for a contract if a mentor relationship applies.
8. If the Joint Venture meets the small business size determination, each Joint Venture partner must be registered in SAM.GOV, have a corresponding Unique Entity ID, and provide the SAM.GOV print out verifying each entities status for NAICS 531120.

OTHER THAN SMALL BUSINESSES

If the contractor is offering as a Large Business and subcontracting opportunities exist, the offer must include with the **initial offer** a Small Business Subcontracting Plan as defined in FAR 52.219-8, FAR 52.219-9, and VAAR 852.219-9 which are included by reference in this solicitation. An acceptable template can be found on the following website: HTTP://WWW.VA.GOV/OAL/BUSINESS/FSS/SBSP.ASP. This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for your plan to be processed and approved. Additional

guidance is included in FAR 52.219-9. The subcontracting plan will be evaluated and rated on the demonstrated plan of meeting or exceeding VA's small business goals outlined in the table below and the following:

- Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned concerns. Includes the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).

- Reflects a one-year history demonstrating your corporate commitment to meet your subcontracting goals/targets by providing Individual Subcontracting Report (ISR), for those contracts/projects in which you are submitting under Past Performance. If goals were not met on the ISR, provide an explanation as to why the goals/targets were not met.

- Demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each small business category listed above.

- Reflects compliance, at a minimum, with VA goals listed below.

Category	Goal
Small Business	17.5%
Veteran-Owned Small Business	5%
Service-Disabled Veteran-Owned Small Business	3%
Small Disadvantaged Business (including Section 8(a))	5%
Women-Owned Small Business	5%
Historically Underutilized Business Zone (HUBZone) Small Business	3%

For Small Businesses: If the Offeror is a small business concern, the Offeror is not required to submit a small business plan.

The subcontracting plan submitted with the offer will be evaluated on the extent to which the proposal provides Small Business Subcontracting targets that meet the Department of Veteran Affairs Small Business goals for this project and the extent to which the offeror's Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract. **Failure to submit subcontracting plan at the time of initial offer shall make the offeror ineligible for award of the contract.**

4.05 PRESENT VALUE PRICE EVALUATION (VA 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. INTENTIONALLY DELETED

4. Also as stated in the "Lease Acquisition Fee" 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 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 base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

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

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

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

   d. Intentionally Deleted.

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

      TI Rental Rate

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

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

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

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

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

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

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

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

4.06 AWARD (VA 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.

B. In addition to **Lease No. 36C10F25L0011 (GSA Template L100 for VA)**, the Lease shall consist of the following:

DOCUMENT NAME	EXHIBIT	NO. OF PAGES
Agency Specific Requirements (ASR) Package – Cover Page	X	X
Appendix A – Program for Design (PFD)	X	X
Appendix A.1 – Project Room Contents List (PRC)	X	X
Appendix A.2 – Lease Design Narrative (LDN)	X	X
Appendix A.3 – Room Data Matrix (RDM)	X	X
Appendix A.4 – VA CBOC Information Transport Systems Specifications	X	X
Appendix A.4.1 – OIT Data Center Design Narrative	X	X
Appendix A.5 – Facility Security Level Requirements FSL II	X	X
Appendix A.6 – [Project Location & Type] Conceptual Floor Plan	X	X
Appendix B – Lease Service Narrative	X	X
VA Handbook 6500.6	X	X
GSA Form 3517B – General Clauses	X	X
DOL Wage Determination	X	X
Approved Small Business Subcontracting Plan	X	X
Operations & Maintenance Plan	X	X
Project Management Plan	X	X
Proposed ABOA Plan	X	X
Proposed Elevations	X	X
Proposed Exterior Renderings	X	X
Proposed HVAC Zoning	X	X
Proposed Site Plans	X	X
Revisions to Lease Issued Under RLP Amendment Number(s) X (if applicable)	X	X

C. 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 (VA OCT 2024)

This RLP is based on the GSA template but has been modified specifically for VA requirements. Changes are noted in Paragraphs that show (VA Month / Year)

5.02 OFF-SITE IMPROVEMENTS (VA OCT 2024)

The cost of off-site improvements will be borne by the Lessor. The Lessor is responsible for determining the cost of off-site improvements prior to lease award and including the costs of off-site improvements in the proposed rent.

The LESSOR, at its own cost, shall perform and complete all off-site work and improvements which may consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments, etc., hereinafter referred to as off-site improvements, and said off-site improvements shall be constructed in accordance with applicable Federal, State, and local laws, regulations, standards, and specifications. Lessor is responsible for obtaining all permits and required approvals of the off-site improvement plan. Lessor is required to obtain all permits and approvals, prior to commencing work. Lessor is solely responsible for initiating and completing any related hazardous material abatement, remediation, removal, or other environmental cleanup actions related to the off-site work and improvements that may be necessary or required pursuant to Federal, State and local laws, regulations, ordinances, codes or other requirements.

“Hazardous materials” shall mean any substance which is or contains: (i) any “hazardous substance” as now or hereafter defined in Section101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) (“CERCLA”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined the Recourse Conservation and Recovery Act (42 U.S.C. Section6901 et seq.) (“RCRA”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over Lessor.

The Lessor is responsible for proper construction, maintenance, and compliance with all federal, state, and local laws and regulations of all required off-site improvements through the duration of the lease, to include but not limited to any mitigation compliance, offsite utilities, and transportation improvements. At completion or termination of the lease, the Lessor, and not the Government, is responsible for any restoration or removal of the off-site improvements, including, but not limited to, the removal of any environmental, safety, and hazardous materials.

5.03 DUE DILIGENCE (VA OCT 2024)

The LESSOR acknowledges its duty to conduct reasonable site inspections for the proposed site. The LESSOR warrants that it has considered all factors which a prudent, experienced bidder customarily uses in making judgments about site conditions, quantity, quality and methods of performing the particular work. The LESSOR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground. The LESSOR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the site.

5.04 APPLICABLE LAW (VA OCT 2024)

Any provision in this Lease that purports to assign liability or require expenditure of funds to the Lessor shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C 7101-7109, Anti-Deficiency Act, 31 U.S.C. 1341, and the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

5.05 PARTNERING (VA OCT 2024)

In order to accomplish this contract effectively, the Government proposes to form a cohesive partnership with the successful Offeror and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, executed correctly the first time, within the budget, and on schedule. This partnership will be totally voluntary. The focus of partnering is to build a cooperative relationship with the private sector and avoid or minimize disputes, and to nurture a more collaborative ethic characterized by trust, cooperation, and teamwork. Partnering is defined as the creation of a relationship between the Government and the successful Offeror that promotes mutual and beneficial goals. It is a non-contractual, but formally structured, agreement formation of a "we" mentality for the benefit of the project. Any cost associated with developing this partnership will be agreed to by both parties after contract award and will be shared equally.

5.06 TEAMING ARRANGEMENT (VA OCT 2024)

The Offeror must provide evidence of teaming arrangements with both the General Contractor and the Design Team that are presented in the Offeror's proposal. This evidence shall be in the form of a letter from the principal(s) of each of the respective firms, on the firm's letterhead, confirming the teaming arrangement and setting forth the roles and responsibilities of the parties thereto. Such letters must be addressed to the Contracting Officer.

5.07 ~~SWING SPACE - RLP (OCT 2022)~~ – INTENTIONALLY DELETED