VA REQUEST FOR LEASE PROPOSALS NO. 36C24426R0018 Sussex County, DE

Offers due by July 06, 2026

In order to be considered for award, offers conforming to the requirements of the RLP must be received no later than 12:00 PM EST on the date above. See “Receipt Of Lease Proposals” herein for additional information.

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

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

GLOBAL RLP
GSA R100 (5/26)

TABLE OF CONTENTS

GLOBAL RLP 1
SECTION 1 STATEMENT OF REQUIREMENTS 1
1.01 GENERAL INFORMATION (FEB 2026) 1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (FEB 2026) 1
1.03 AREA OF CONSIDERATION (OCT 2021) 2
1.04 UNIQUE REQUIREMENTS (OCT 2021) 2
1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (FEB 2026) 2
1.06 LIST OF RLP DOCUMENTS (MAY 2026) 3
1.07 AMENDMENTS TO THE RLP (JUN 2012) 3
1.08 LEASE DESCRIPTION (FEB 2026) 3
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) 4
1.10 PRICING OF SECURITY REQUIREMENTS (FEB 2026) 4
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) 4
1.12 AUTHORIZED REPRESENTATIVES (FEB 2026) 4
1.13 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2023) 4
SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD 5
2.01 EFFICIENCY OF LAYOUT (AUG 2011) 5
2.02 FLOODPLAINS (FEB 2026) 5
2.03 ~~SEISMIC SAFETY – MODERATE SEISMICITY (FEB 2026)~~ INTENTIONALLY DELETED 5
2.04 ~~SEISMIC SAFETY – HIGH SEISMICITY (FEB 2026)~~ INTENTIONALLY DELETED 5
2.05 ASBESTOS (FEB 2026) 5
2.06 ACCESSIBILITY (SEP 2013) 5
2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) 6
2.08 ENERGY INDEPENDENCE AND SECURITY ACT (FEB 2026) 6
2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013) 7
2.10 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (OCT 2023) 7
2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (FEB 2026) 8
SECTION 3 HOW TO OFFER 9
3.01 INSTRUCTIONS FOR OFFEROR AND SUBMITTALS (FEB 2026) 9
3.02 RECEIPT OF LEASE PROPOSALS (FEB 2026) 14
3.03 PRICING TERMS (FEB 2026) 14
3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011) 15
3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (FEB 2026) 15
3.06 ~~TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (FEB 2026)~~ INTENTIONALLY DELETED 15
3.07 SECURITY IMPROVEMENTS INCLUDED IN OFFER (FEB 2026) 15
3.08 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (FEB 2026) 15
SECTION 4 METHOD OF AWARD 16
4.01 NEGOTIATIONS (FEB 2026) 16
4.02 HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (FEB 2026) 16
4.03 AWARD BASIS (FEB 2026) 16
4.04 ~~PRESENT VALUE PRICE EVALUATION (FEB 2026)~~ INTENTIONALLY DELETED 17
4.05 AWARD (MAY 2026) 17

SECTION 5 ADDITIONAL TERMS AND CONDITIONS **18**

5.01 ~~*MODIFIED RLP PARAGRAPHS (OCT 2016)*~~ *INTENTIONALLY DELETED* *18*

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (FEB 2026)

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

B. Included in the RLP documents is a draft lease (GSA Form L100) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a Government Proposal to Lease Space (GSA Form 1364) on which Offeror must submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled “Definitions and General Terms” must apply to the terms of this RLP.

C. Do not attempt to complete the draft lease. Upon selection for award, the Government will transcribe the successful Offeror’s final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror’s proposal must 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 must constitute a firm offer. No Lease must be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

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

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (FEB 2026)

A. The Government is seeking a maximum of 6,696 of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF) 7,533 Rentable Square Feet (RSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards. The Lease must not exceed the indicated square footage.

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. The Government is seeking an existing building that is move-in ready with no more than light renovation or bare minimum tenant improvement (e.g. architectural finishes, security upgrades, etc.).

C. The Government requires 25 surface/outside parking spaces, reserved for the exclusive use of the Government, of which 6 shall be allocated for ABAAS spaces. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror must include the cost of this parking as part of the rental consideration.

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

E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror must 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 must advise the Government if such rights exist.

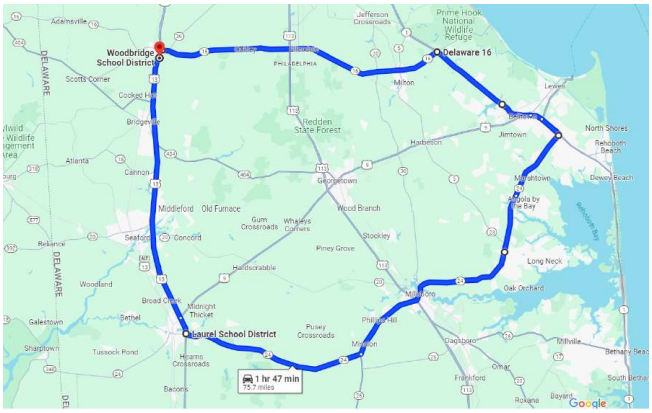
F. The lease term must be 10 Years (5 Years Firm, 5 Years Soft) with Government termination for the convenience of the Government rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than 90 days’ prior written notice. The Government reserves the right to reduce the length of a soft term of the lease if inclusion of all soft term years would cause the Lease to score as a capital lease, in accordance with the Budget Scoring: Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term, an amendment to the RLP will be issued.

G. The Lease Term Commencement Date will be on or about **10/01/2026,** or upon acceptance of the Space, whichever is sooner.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North - Intersection of Route 13 and Route 16 (Beach Hwy) to the intersection of Route 1 and Broadkill Road (Route 16);
East- Intersection of Route 1 and Broadkill Road (Route 16), along Route 1 to the intersection of Route 24 and Route 1;
South Side - Intersection of Route 24 and Route 1, along Route 24 to the intersection of Route 13 and Route 24;
West Side - Intersection of Route 13 and Route 24, continue from the intersection of Route 13 up to the Intersection of Route 13 and Route 16 (Beach Hwy



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

1.04 UNIQUE REQUIREMENTS (OCT 2021)

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

A. Ability to accommodate and fulfill all requirements as stated in the RLP and Exhibits. Exhibits are added hereto and become part of the RLP.

B. Space must be move-in ready.

1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (FEB 2026)

A. Neighborhood and Parking. Inside City Center: Space must be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks must be well maintained. The VA dedicated on-site parking will be no less than 25 spaces, including 6 ABAAS spaces, and must be increased to meet current local code requirements if necessary. Lessor is responsible for meeting parking code. Parking facilities with an adequate availability of parking spaces open to the general public to accommodate employees and visitors must be located within the immediate vicinity of the Building but generally not exceeding a walkable 2,640 feet of the employee entrance of the offered Building as determined by the LCO. These parking facilities do not substitute for the required parking under Paragraph 1.02(C).

B. Neighborhood and Parking. Outside City Center: Space must be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The VA-dedicated onsite parking will be no less than 25 spaces and must be increased to meet current local code requirements and the Barrier Act. Lessor is responsible for meeting the greater of the VA requirement or the parking code. The parking-to-square-foot ratio available on-site must at least meet current local code requirements, and shall be no less than 25 spaces, including 6 ABAAS spaces or, in the absence of a local code requirement, on-site parking must be available at a ratio of one (1) space for every 300 RSF of Space. The areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS) HTTPS://WWW.CFM.VA.GOV/TIL/ACCESSIBILITY.ASP and the VA Barrier Free Design Standard found on HTTPS://WWW.CFM.VA.GOV/TIL/ETC/DSBARRFREE.PDF.

C. Walkability and Amenities.

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

2. VA requests a variety of employee services, such as restaurants, retail shops, cleaners, and banks, must be located within the immediate vicinity of the Building. 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.

3. Amenities that are rated as unfavorable include: proximity to gun stores or shooting ranges, pawn shops, liquor stores, medical or recreational marihuana dispensaries, methadone clinics, childcare facilities, community or recreation center for children, K-12 schools, bars, or other establishments that serve alcohol, and establishments involved in pornography distribution.

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

1.06 LIST OF RLP DOCUMENTS (MAY 2026)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. 36C24426L0001 (GSA L100)	36	A
Agency Specific Requirements	3	B
Security Requirements for Level II	16	C
GSA 3516, Solicitation Provisions	8	D
GSA 3516A, Addendum to Solicitation Provisions	1	D-1
GSA 3517B, General Clauses	33	E
GSA 1364, Proposal to Lease Space	4	F
GSA Form 1217, Lessor's Annual Cost Statement	3	G
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	H
Security Unit Price List	1 Excel Spreadsheet	I
Space Plan	1	J
DOL Wage Determination	6	K
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	L
Tenant Improvement Cost Summary (TICS)	1 Excel Spreadsheet	M
Past Performance Questionnaire	Attachment 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 (FEB 2026)

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

B. The Lease contemplated by this RLP includes:

1. The term of the Lease.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award within awarded scope, cost, and schedule.
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 must be binding upon the Lessor without regard to any statements contained in this RLP.

D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, common area maintenance, real estate taxes, and security upgrades. Rent must be based upon a proposed rental rate per ABOA, limited by the offered rate and the maximum ABOA SF solicited under this RLP. The minor Tenant Improvements to be delivered by the Lessor must be based upon information provided with this RLP and Exhibits. Although the TI requirements will not be fully developed until after

the award, offerors shall provide the not-to-exceed costs as part of the lease proposal. The not-to-exceed price will be listed in the lease in the Tenant Improvement Rental Adjustment paragraph.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Lease and Exhibits. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government accepts the DIDs will the Lessor be released to proceed with buildout. VA review and acceptance does not release the Lessor from the obligation to meet the requirements as stated in the lease. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

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

F. Prior to acceptance of the leased Space, Space will be measured for establishing the actual annual rent NOT TO EXCEED maximum ABOA/RSF as stated in the RLP, and the lease term shall commence. During the term of the Lease, rent will not be adjusted for changes to the Lessor's operating costs, common area maintenance, 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 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 draft lease and in the GSA 3517B, General Clauses, and will be made part of the Lease.

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

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

1.10 PRICING OF SECURITY REQUIREMENTS (FEB 2026)

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

B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the TI. The offeror shall use the Security Unit Price List to provide the Government with itemized cost to these security countermeasures. The security pricing is not paid separately. Security costs will be included in the TI costs and security monitoring (if applicable) will be included in the lease operating costs. Security upgrades will be paid in lump sum as part of TI

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

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

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

1.12 AUTHORIZED REPRESENTATIVES (FEB 2026)

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

Lease LCO:

Maricela Everitt
Maricela.Everitt@va.gov

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

Alternate Government Contact:

Rachael Hallock
Rachael.Hallock@va.gov

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

A. The North American Industry Classification System (NAICS) code for this acquisition is 531120 (Exception).

B. The small business size standard for the applicable NAICS code is found HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

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

B. To demonstrate potential for efficient layout, the Offeror will provide a conceptual layout to demonstrate that the offered space has capability to fulfill the VA requirements. The Government will advise the Offeror if the conceptual layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the RSF/ABOA square footage offered, if it does not exceed the maximum RSF/ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum RSF/ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOODPLAINS (FEB 2026)

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

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

2.03 ~~SEISMIC SAFETY – MODERATE SEISMICITY (FEB 2026)~~ INTENTIONALLY DELETED

2.04 ~~SEISMIC SAFETY – HIGH SEISMICITY (FEB 2026)~~ INTENTIONALLY DELETED

2.05 ASBESTOS (FEB 2026)

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 (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763), 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 must submit a current asbestos 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 must conform to generally accepted industry practice in accordance with OSHA (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763).

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

2.06 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.

2.07 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.

2.08 ENERGY INDEPENDENCE AND SECURITY ACT (FEB 2026)

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, the Government 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.

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.

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

F. Instructions for obtaining an ENERGY STAR® Label are provided at HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/EARN-RECOGNITION/ (use "Portfolio Manager" to apply). The ENERGY STAR® Building Upgrade Manual (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/FACILITY-OWNERS-AND-MANAGERS/EXISTING-BUILDINGS/SAVE-ENERGY/) and Building Upgrade Value Calculator (HTTP://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES/BUILDING-UPGRADE-VALUE-CALCULATOR) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

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

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

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

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

2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

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

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

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

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

A. Environmental Due Diligence.

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-21 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-21. Failure to submit the required study may result in dismissal from consideration.

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

B. National Environmental Policy Act.

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

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

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

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government.

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

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

2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (FEB 2026)

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

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

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

D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be minimized or reasonably mitigated, or where the level of NHPA analysis is more extensive than is acceptable to the Government.

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

SECTION 3 HOW TO OFFER

3.01 INSTRUCTIONS FOR OFFEROR AND SUBMITTALS (FEB 2026)

A. Offeror shall prepare a complete offer, using the forms provided with this RLP, as indicated in the Document Specifications column. In instances where no specific form or format is required, the Offeror has considerable discretion. The completed lease proposal package is to be submitted to the Government following the guidelines provided below. The Government will evaluate the offers received as outlined below and further described in this section.

B. Offers are to be submitted in four (4) Volumes. Offer may be submitted as an individual document within each volume using the naming convention shown in Column 1 of the corresponding volume or as a combined PDF, one per Volume.

Volume 1: Consists of five (5) Sections and listed Subsections.		
Volume 1-Section 1 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)
V1-S1.A	FEMA Flood Plains map showing offered space is outside the 100-year flood plain (RLP Section 2.02)	FEMA Maps
V1-S1.B	Legal Property Description and tax ID, number associated with the property (RLP Section 3.01)	
V1-S1.C	List of other tenants if building is multiple tenant space	
V1-S1.D	Amenities Evidence (RLP Section 3.01)	May use google maps or other similar tool or combination of tools
V1-S1.E	Local Zoning Compliance (RLP Section 3.01)	
V1-S1.F	VA Security Requirement Narrative - Provide detailed narratives and clear, detailed drawings/renderings illustrating the proposed site compliance with VA Security Requirement – Facility Security Level II (See Exhibit in RLP Section 1.06)	
V1-S1.G	Proof of public transportation with schedule and identifying location of stop(s) closest to the site.	

Volume 1: Section 2

Volume 1-Section 2 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)
V1-S2.A	Site Plan / Parking Plan and Narrative showing pedestrian and vehicular ingress and egress to the leased space. (RLP Section 3.01). Footprint of property, total building and footprint of offered space within the building	
V1-S2.B	Conceptual layout to demonstrate that offered space meets VA requirement (RLP Section 2.01 and 3.01)	Must show columns and other aspects of building impacting design.
V1-S2.C	GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A&B) (RLP Section 3.01 and Section 1.06 for Exhibit) and any other supporting documentation, if applicable	Use form provided in RLP
V1-S2.D	Asbestos certification or asbestos management plan if ACM is present (RLP Section 2.05)	
V1-S2.E	Disclosure of any known Hazardous Conditions or Environmental Releases with/from Offered Space, Building or Property. Identify prior use of space (RLP Section 2.09)	
V1-S2.F	Energy Star or Other Efficiency Improvement (RLP Section 2.08 and 3.01) or Narrative addressing energy concerns.	If using narrative, NTE 5 pages (single space, >8pt font)
VS-S2.G	Architectural Plans for Building Modernization, if required (RLP Section 3.01)	
VS-S2.H	Hydrology Statement, if required (See RLP Section 3.01)	
VS-S2.I	Vending Facilities Statement (RLP Section 3.01)	

Volume 1: Section 3

Volume 1-Section 3 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)

V1-S3.A	Ownership Evidence or Agreement to Acquire an Interest in Property (RLP Section 3.01)	
V1-S3.B	Authorization to Represent Ownership, required if Offeror is not the owner (RLP Section 3.01)	
V1-S3.C	Signing Authority Proof (RLP Section 3.01)	
V1-S3.D	Conflict of Interest statement or statement that there is no conflict of interest (RLP Section 3.01)	
V1-S3.E	System for Award Management (SAM) – active registration (RLP Section 3.01)	
V1-S3.F	Conditional Commitment of Funds (RLP Section 3.01)	
V1-S3.G	Proof of status/preferences or statement that none apply: 1. National Historic Preference; National Historic Register (RLP Section 2.11) 2. Socio-economic status (i.e. Hub-Zone, SDVOSB, VOSB, SB, or other socio-economic status)	
V1-S2.H	FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (RLP Section 3.01, see Section 1.06 for Exhibit)	Information should be completed in SAM registration and provided as print-out from SAM

Volume 1: Section 4

Volume 1-Section 4 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)
V1-S4.A	Vitae of Offeror's Team: include up to 12 of Offeror's key team members for Lease project. i.e.: Offeror; Offeror's general contractor; architect; project manager during build-out phase; building manager during administrative phase; other significant members of the Offeror's team, as applicable.	NTE 5 pages, (single sided; >8pt font) per individual; NTE 12 key individuals
V1-S4.B	Subcontracting Plan if applicable. Subcontracting plan is applicable if offeror is considered a large business under NAICS 531120.	
V1-S4.C	Construction Schedule (RLP Section 3.01). Narrative or documentation – understanding and maintaining construction schedule; Plan to coordinate with VA for activation	NTE 3 pages, (single sided; >8pt font)
V1-S4.D	Program Management & Response Plan for Build Out Phase (RLP Section 4.03)	Must include (not limited to) contact information, response times, physical location of respondent.

Volume 1: Section 5

Volume 1-Section 5 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)
V1-S5.A	Program Management & Response Plan Operational Phase (RLP Section 4.03)	NTE 70 pages, (single sided; >8pt font); Must include (not limited to) contact information, response times, physical location of respondent.
V1-S5.B	Emergency Preparedness Plans (RLP Section 4.03). At a minimum must include contact information for each type of emergency, physical location of respondent, and response times for each type of emergency	NTE 100 pages, (single sided; >8pt font)

Volume 2: Consists of one (1) Section and listed Subsections.		
Volume 2 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)
V2.A	Submit up to 3 past performance references (FAR 15.305(2))	Must be completed by reference; use form provided in RLP
V2.B	Submit a list of all VA lease projects completed in the past 5 years	May use table or paragraphs; table columns or paragraph titles to include the following: • Year and period of performance (build out; occupancy/operational phase) • Contract number • Contracting Officer's name, telephone, and email • Total amount of the contract at award • Total amount of the contract at project completion • Brief description of leased space provided • Explanation of any problems or delays encountered
V2.C	Submit a list of non-VA lease projects within the past 5 years with similar scope.	May use table or paragraphs; table columns or paragraph titles to include the following: • Year and period of performance services were performed • Contract number • Contracting Officer's name, telephone, and email • Total amount of the contract at award • Total amount of the contract at project completion • Brief description of leased space provided • Explanation of any problems or delays encountered

Volume 3: Consists of one (1) Section and listed Subsections		
Volume 3 Subsections	**Document Description**	**Document Specifications** (blank means no specific format required)
V3.A	GSA Form 1364, Proposal to Lease Space (RLP Section 3.03, see Section 1.06 for Exhibit)	Use form provided in RLP
V3.B	GSA Form 1217, Lessor's Annual Cost Statement (RLP Section 3.03, see Section 1.06 for Exhibit)	Use form provided in RLP
V3.C	Security Unit Price List (RLP Section 3.03, see Section 1.06 for Exhibit)	Use form provided in RLP
V3.D	Tenant Improvements Cost Summary (RLP Section 3.03, see Section 1.06 for Exhibit)	Use form provided in RLP

Volume 4: Other / Miscellaneous (if required)
Offeror may include an additional Volume 4 to submit additional information that Offeror considers to be pertinent to this RLP and not be referenced in Volumes 1 to 3. Additional documents that are not an RLP requirement may be considered or omitted from consideration in the award evaluation at the sole discretion of the LCO.

C. Authorization to Represent Ownership. 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.

D. Conditional Commitment of Funds. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell, and TI. 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. The Government reserves the right to request additional funding documentation to ensure funding is not a risk to the Government.

E. Local Zoning Compliance. 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.

F. Ownership Evidence. 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.

G. Agreement to Acquire an Interest in Property. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.

H. Signing Authority Proof. 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.

I. Conflict of Interest. 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.

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

K. Fire Protection and Life Safety (FPLS). The Offeror must submit the 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.

L. Legal Property Description and Tax ID. 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.

M. Parking Plan and Narrative. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

N. Architectural Plans for Building Modernization. The architectural plans for modernization, if the offered Building is not a modern office Building.

O. Scaled Floorplan of Offered Space(s). 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, columns, shafts, demarcation points, 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.

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 to include ADA, ABAAS Standards.

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. Vending Facilities Statement. A statement as to whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

Q. Amenities Evidence. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence may consist of a map showing amenities near the space, a narrative, or a combination of similar tools.

R. Energy Star or Other Efficiency Improvements Supporting Documentation. 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®.

S. Hydrology Statement. 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, 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.

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

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

3.02 RECEIPT OF LEASE PROPOSALS (FEB 2026)

Traditional method – E-mail.

1. Offers are to be submitted as an attachment to an email to: Maricela.Everitt@va.gov and Rachael.Hallock@va.gov. Offeror's email must 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 email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email must retain in its possession, and make available upon VA's request, its original signed proposal.

2. Identify offer in the email Subject Line as follows: Lease Proposal Sussex County Annex: 36C24426R0018. Offers may be submitted using multiple emails. If using multiple emails, the subject line should include the sequential number and total number of emails. For example: Lease Proposal Sussex County Annex: 36C24426R0018 1 of 2; Sussex County Annex: 36C24426R0018 2 of 2

3. In order to be considered for award, offers conforming to the requirements of the RLP shall be submitted by email no later than the date and time provided on the front of this RLP

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

3.03 PRICING TERMS (FEB 2026)

Offeror must provide the following information:

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

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

1. A fully serviced Lease rate (gross rate). Rate per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, common area maintenance, 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 must be provided by the Lessor, at the Lessor's expense. This Building shell rental rate must 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 must 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. Rate for ABOA and RSF, respectively. 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. 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 must not reflect any TIs as TI will be paid lump sum.

5. Hourly overtime rate. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. NOTE: Refer to the Lease document for additional guidance. VA prefers $0 for OT HVAC use.

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

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

8. Deviations. 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." Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

C. Security Unit Price List. The Offeror must use the Security Unit Price list to provide a cost breakdown of the security countermeasures, which were outlined in the security requirements attachment. The Security Unit Price list includes various improvements and services to be provided by the Lessor. Security is not separately priced, so each item is classified as part of the shell, tenant improvements, or operating costs There must be no charge to the Government for any items that already exist in the offered Building or facility.

D. Tenant Improvement Cost Summary (TICS). The Offeror must use the TICS Exhibit included in the RLP to provide a cost breakdown of the costs associated with alterations to the space, each item is classified as part of the shell or tenant improvements. There must be no charge to the Government for any items that already exist in the offered building or facility.

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 TENANT IMPROVEMENTS INCLUDED IN OFFER (FEB 2026)

A. Tenant Improvement Turnkey Pricing.
A draft lease and Exhibits are provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy must be performed by the successful Offeror as part of the rental consideration and all improvements must meet the quality standards and requirements of this RLP and its attachments.

No structural changes are to be planned or allowed. The light renovation or bare minimum TI for this requirement shall consist of the following:

☒ Repainting of the leased Premises in accordance with the "Painting — TI" paragraph in Section 5 of the Lease.

☒ Re-carpeting of the leased Premises in accordance with the "Floor Coverings and Perimeters" paragraph in Section 5 of the Lease.

☒ Other—Security enhancements.

B. The Tenant Improvements must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, permitting, security, labor, materials, 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 MUST BE INCLUDED IN THE TI PRICING.

3.06 ~~TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (FEB 2026~~) INTENTIONALLY DELETED

3.07 SECURITY IMPROVEMENTS INCLUDED IN OFFER (FEB 2026)

All security improvement costs, where not identified as a shell cost, shall be provided as part of the lump sum Tenant Improvement Costs. The security costs included in the Tenant Improvements shall be used for the build-out of security-related improvements in the Building in accordance with the Government-approved design intent drawings, if applicable. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of either the shell rent or the tenant improvements as noted in the Security Requirements for Level II, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

3.08 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (FEB 2026)

The Government requires a fully serviced Lease as part of the rental consideration. There will be no adjustments for operating costs and common area maintenance. The minimum requirements for normal hours, utilities, and janitorial services are specified in Exhibit A. Lease
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SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (FEB 2026)

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

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

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

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

4.02 HUBZONE SMALL BUSINESS CONCERN PRICE PREFERENCE WAIVER (FEB 2026)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference must apply to the evaluation of the HUBZone SBC. See FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns listed in the attached GSA General Clause 3517B.

4.03 AWARD BASIS (FEB 2026)

Award Based on Other Evaluation Factors

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

B. The combination of factors below is approximately equal in importance to price. As proposals become more equal in price, their technical merit becomes more important. Likewise, as technical factors become more equalized, price becomes the most important component.

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

Factor 1. Quality
- Subfactor 1. Location of Space
- Subfactor 2. Building and Layout Concept
- Subfactor 3. Capability and Qualifications of Lessor and Lessor's Subcontractors
- Subfactor 4. Project Management for Design and Build-Out Phase
- Subfactor 5. Project Management for Lease Administration and Operation Phase

Factor 2. Past Performance
Factor 3. Price

Factor Description:

FACTOR 1. Quality. All subfactors are equal in importance.

Subfactor 1: Location of Space. Subfactor considers proximity of proposed facility to a variety of amenities; availability of public transportation; safety as ascertained by police reports and other means determined reasonable by the LCO; appearance of the surrounding area as being well maintained and free of trash, graffiti, environmental issues. Subfactor also considers accessibility for walking and driving; signage placement and visibility of proposed facility; traffic flow; location of adequate parking. Location should be visible from a main street and have wayfinding available.

Subfactor 2: Building and Layout Concept. Considers ability to accommodate the VA's space plan; contiguous single story, first floor (street-level) access; exterior entrances for tenant usage; core elements (i.e., structural, mechanical, electrical, plumbing, HVAC, telephone and data distribution system, Wi-Fi; security, fire protection and life-safety systems). Link: https://vatilms.va.gov/vatilms/reports/PG-18-12

Subfactor 3. Capability and Qualifications of Lessor and Lessor's Subcontractors: Subfactor considers Offeror's project team qualifications and experience in working with medical and clinical projects, Federal, and specifically VA, entities. Offeror's availability to be available on site is a consideration. VA will also consider participation of small disadvantage business concerns during design, buildout, and lease administration.

Subfactor 4: Project Management for Build-out Phase: Subfactor considers Project Management Plan with regards to Offeror's approach and process to perform work during build-out phase; Offeror's ability to work and coordinate with VA and mitigate risk; Offeror's plan and process for maintaining scope, cost, and schedule. Offeror's availability to be available on site is a consideration.

Subfactor 5: Project Management for Lease Administration and Operational Phase: Subfactor considers Offeror's written lease administration Management Plan to provide a clear process for VA employee(s) to report maintenance issues, workorder requests, emergencies, and Lessor's measures to meet response times. Also considers Offeror's Emergency Preparedness Plan outlining activities to mitigate, eliminate, or reduce potential emergencies and manage emergency situations to minimize personal injuries and property damage and control the impacts of an emergency. Subfactor considers Offeror's proactive lease administration during operation phase of lease to ensure compliance with all lease terms and conditions and Offeror's personnel location and availability to respond to VA needs on site.

FACTOR 2: Past Performance

This factor considers Offeror's ability to perform the contract successfully, as demonstrated by the quality, relevance, and recency of the Offeror's past performance. The Government will evaluate past performance information from the Offeror, as well as from subcontractors proposed to perform major or critical aspects of the requirement. The Government will place primary emphasis on the past performance of the Offeror (prime contractor). While subcontractor past performance may be considered, it will only be evaluated to the extent that the subcontractor is proposed to perform a significant and clearly defined portion of the requirement. Subcontractor past performance shall not be used to offset, negate, or mitigate adverse past performance information of the Offeror. In cases where both the Offeror and subcontractors have relevant past performance, the Government will evaluate the combined performance record, with greater weight assigned to the Offeror's record of contract management, performance, and business practices. The Lease Contracting Officer may also consider past performance information obtained from Government sources, including prior experience with the Offeror, and any other sources determined to be relevant and reliable. An Offeror with no relevant past performance history will be evaluated in accordance with FAR 15.202(c)(1) (Revolutionary FAR Overhaul Model Deviation).

FACTOR 3: Price

Price is always a consideration and will be evaluated for total lifecycle costs, considering shell rent, operating rent, tenant improvement cost, and other lease costs. Price must be determined by LCO to be fair and reasonable for Offer to be consider further for award. If Offers are rated equally for non-price factors, price becomes inherently more important in determining awardee.

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

E. If an offer contains terms taking exception to or modifying any Lease provision, the proposal may be excluded from further consideration for award, and the Government will not be under any obligation to award a Lease in response to that offer.

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

G. Evaluation: Offered non-price factors will be evaluated using adjectival ratings supported by narratives. Price is always a consideration. Price or cost analysis will be conducted to rate this factor. Price may be evaluated using price analysis, cost analysis, or present value price evaluation. Any combination of these or any other price evaluation method or a combination of methods considered reasonable by the LCO. To be eligible for award price must be determined fair and reasonable and score within an operating lease, see RLP Section 3.04

4.04 ~~PRESENT VALUE PRICE EVALUATION (FEB 2026)~~ INTENTIONALLY DELETED

4.05 AWARD (MAY 2026)

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

1. Lease, Exhibits, and any associated Lease amendments.

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

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