VHA REQUEST FOR LEASE PROPOSALS NO. 36C24W26R0007 Kona, HI

Offers due by 06/08/2026

In order to be considered for award, offers conforming to the requirements of the RLP must be received no later than **4 pm CST** 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
VHA TEMPLATE R100 (5/26)

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REQUEST FOR LEASE PROPOSALS NO. 36C24W26R0007

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 lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a VHA Proposal to Lease Space (VHA 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 lease template. Upon selection for award, VHA will transcribe the successful Offeror's final offered rent and other price data included on the VHA 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., General Services Administration, VHA, in the entity name that owns and/or leases the Space to VHA.

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

A. The Government is seeking a minimum of **3,058** 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 **and no more than 4,334 rentable square feet (RSF)**. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires **0** structured/inside parking spaces and **15** 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 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 UC 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.

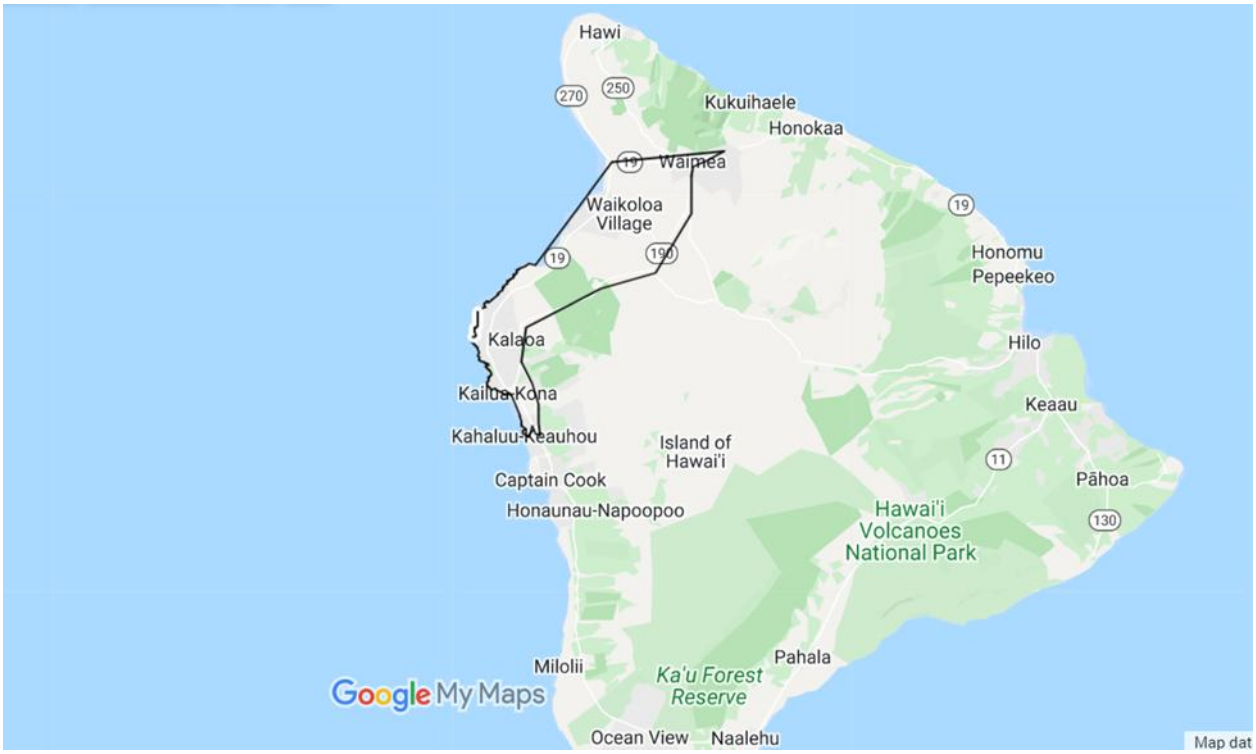
F. The lease term must be **20** Years, **10** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **90** days prior written notice. The Government reserves the right in the Lease to not include an option, or to reduce the length of an option, if inclusion of the option would cause the Lease to score as a capital lease, in accordance with the Budget Scorekeeping: Operating Lease Treatment paragraph of this RLP. Should the Government make the determination to modify the term or option(s), an amendment to the RLP will be issued.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North Boundary: Mamalahoa HWY (19), North of Kawaihae Rd
South Boundary: Hawai'i Belt Rd (11), Kamehameha Rd

East Boundary: HWY 190
West Boundary: Pacific Ocean



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)~~ INTENTIONALLY DELETED

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

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. 36C24W26L0007	45	A
Agency's Requirements	18	B
Security Requirements & Security Unit Price List for Level II	18	C
VHA 3516, Solicitation Provisions	7	D
VHA 3517B, General Clauses	23	E
Proposal to Lease Space (VHA Form 1364)	4	F
VHA Form 1217, Lessor's Annual Cost Statement	3	G
Seismic Offer Forms	8	H
DOL Wage Determination	10	I
VHAR 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space	4	J

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

1.07 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.08 LEASE DESCRIPTION (FEB 2026)

A. Offeror must 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 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 Lease. Rent must 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 must 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 must 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.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades. Rent must be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor must be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor must design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific 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 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.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor must be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor must design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease.

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

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

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

G. Offerors are advised that doing business with the Government carries special responsibilities with respect to 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 VHA 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 list of security countermeasures that must be installed in the leased Space. The Offeror must use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she must amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent.
The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the Building Specific Amortized Capital (BSAC). The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor must submit a list of the itemized costs. Such costs must be subject to negotiation. The Lessor must design and build the BSAC and will be compensated for BSAC costs, together with design and project management fees to be set under the Lease.

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:

Garry Alexander
RPO West
GARRY.ALEXANDER@VA.GOV

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

Alternate Government Contact:

Dominic Mabine
RPO West
DOMINIC.MABINE@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, VHA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOODPLAINS (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)

In accordance with the Earthquake Hazards Reduction Act of 1977, the following apply:

A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.

B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:

1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),

2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).

3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.

4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.

5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror must provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).

C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. Definitions. For the purpose of this paragraph:

1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

2. "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

3. "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.

4. Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.

5. "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from HTTPS://WWW.NIST.GOV/PUBLICATIONS/.

6. "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.

7. "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.

8. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.

9. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

10. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2.04 SEISMIC SAFETY – HIGH SEISMICITY (FEB 2026)

In accordance with the Earthquake Hazards Reduction Act of 1977, the following apply:

A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards must not be considered. If none of the offers is in compliance with the Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other evaluation factors specified in this RLP.

B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:

1. The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building (Seismic Form D).

2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).

3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.

4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.

5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit and a schedule for the seismic retrofit. The Offeror must provide a construction schedule, concept design for the seismic upgrade and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).

C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. Definitions. For the purpose of this paragraph:

1. "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

2. "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting HTTP://WWW.ASCE.ORG/PUBLICATIONS/.

3. "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.

4. Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.

5. "RP 8" means "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from HTTPS://WWW.NIST.GOV/PUBLICATIONS/.

6. "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.

7. "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.

8. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.

9. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

10. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2.05 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, VHA 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 *VHA's Qualification Requirements for Preservation Architects and Other Specialists*. These standards are available at: HTTPS://WWW.VHA.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 VHA, 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, and submit the completed lease proposal package to the Government as indicated below. The Government will evaluate the offers received as outlined below and further described in this section.

B. Offeror shall also submit with its offer the following:

SUBMITTAL	RLP REFERENCE
Proposal to Lease Space (VHA Form 1364)	3.03 B
Lessor's Annual Cost Statement (VHA Form 1217)	3.03 A
Authorization to Represent Ownership (required if Offeror is not the owner)	3.01 C
Conditional Commitment of Funds	3.01 D
Local Zoning Compliance	3.01 E
Ownership Evidence	3.01 F
Agreement to Acquire an Interest in Property (required if Offeror does not have vested interest in Property)	3.01 G
Signing Authority Proof	3.01 H
Conflict of Interest, if required	3.01 I
SAM Registration	3.01 J
Fire Protection and Life Safety	3.01 K
Legal Property Description and Tax ID	3.01 L
Parking Plan and Narrative, if required	3.01 M
Architectural Plans for Building Modernization, if required	3.01 N
Asbestos Submittals, i.e., management plan, reinspection report, if required	2.05 D
Scaled Floorplan of Offered Space(s)	3.01 O
Test Fit Layout (if requested by VHA)	2.01
Security Unit Price List	3.03 C
TI Unit Price List	3.03 D.
Pre-Award DIDs and Finish Options (Turnkey Pricing Only)	3.05
Disclosure of any Known Hazardous Conditions or Environmental Releases with/from Offered Space, Building or Property, if required	2.09
Vending Facilities Statement	3.01 P
Amenities Evidence	3.01 Q
Energy Star or Other Efficiency Improvements Supporting Documentation	3.01 R
Evidence of Seismic Compliance	2.03 and/or 2.04
Environmental Due Diligence and NEPA Documentation, if required	2.10
NHPA Documentation, if required	2.11
Hydrology Statement, if required	3.01 S
Representation Regarding Certain Telecommunications and Related Services or Equipment	3.01 T
Foreign Ownership/Financing Representation for High-Security Leased Space	3.01 U
Construction Schedule	3.01 V
Evaluation Factor Submittal Documentation	4.03 C
Small Business Subcontracting Plan, if required for Other Than Small Business above the threshold (FAR 19.109(a)(1) (VHA Class Deviation RFO-2025-19))	1.13 & SAM Registration

Hourly Overtime HVAC Rates, if applicable	L100, Paragraph entitled "HOURLY OVERTIME HVAC RATES"
Periodic Lease Above Standard Services Rates (Other than HVAC), if applicable	L100, Paragraph entitled "PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) RATES – OTHER THAN HVAC"

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, TI, and BSAC 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.

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 VHA 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 VHA 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 VHA 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 as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

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, 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. VHA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VHA 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 shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.

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 52.240-90, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.

U. Foreign Ownership/Financing Representation for High-Security Leased Space. VHAR 552.270-33, Foreign Ownership and Financing Representation for High-Security Leased Space.

V. 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)

A. Traditional method – Paper, E-mail.

1. Offeror is authorized to transmit its lease proposal as an attachment to an email. 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 VHA 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 VHA'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 must be received in one of the following ways:

   a. No later than **4:00 PM CST** on the date specified below at the following designated office and address:

      Date: June 4, 2026

      Office: RPO West

      Address: DOMINIC.MABINE@VA.GOV/ GARRY.ALEXANDER@VA.GOV

3. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) must 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 must be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

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.

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

3.03 PRICING TERMS (FEB 2026)

Offeror must provide the following information:

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

B. VHA 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, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).

2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas 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 and BSAC), 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 VHA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both VHA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.

4. The annual rent to amortize the Tenant Improvements. Such amortization must be expressed as a cost per ABOA and RSF per year. This must be all alterations for the Space above the Building shell and BSAC build-out. Such alterations must be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror must indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government must not be liable for any unamortized TI costs resulting from an extended amortization period.

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

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 must not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.

7. 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.

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

9. Lessors fees. Lessor's Fees to complete Tenant Improvements and Building Specific Amortized Capital (BSAC). 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 and BSAC, if applicable. 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. Rent concessions being offered. Indicate either on the VHA Form 1364 Proposal to Lease Space or in separate correspondence.

11. Owner's broker representative. Compensation (expressed as %) 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 must be entered.

12. 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, VHA 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. Each item is classified as part of the shell, tenant improvements, or BSAC. There must be no charge to the Government for any items that already exist in the offered Building or facility.

D. TI Unit Price List

1. Any Brokerage Commission Agreement between VHA's Tenant Representative and the Lessor for commissions identified in the VHA Form 1217

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (FEB 2026)

A. Tenant Improvement Allowance Pricing.

1. The TI Allowance is **$182.00** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance must 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 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 package and its attachments.

The TIs for this requirement must 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—See attached Scope of Work.

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 package and its attachments.

Tenant Improvement Turnkey Pricing.
An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) 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.

A. 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, 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)

A. Building Specific Amortized Capital Pricing.
The Building Specific Amortized Capital (BSAC) amount is **the amount that will be included in the total TI amount in section 3.07 (A)** per ABOA SF. The BSAC must 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 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 package and its attachments.

B. The BSAC must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the security countermeasures. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. No costs associated with the building shell or TI must be included in the BSAC pricing.

3.08 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (FEB 2026)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment must 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 must 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 must be specified in the proposal.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (FEB 2026)

Negotiations may be conducted on behalf of the Government by the VHA LCO or designated representative. When negotiations are conducted, VHA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror 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.

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.

Negotiations may be conducted on behalf of the Government by the VHA LCO or designated representative. When negotiations are conducted, VHA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror 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.

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 provided in the "Award Based On Price" paragraph or the "Other Evaluation Factors" paragraph of the RLP by so indicating on the VHA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference must apply to the evaluation of the HUBZone SBC.

4.03 AWARD BASIS (FEB 2026)

Award Based on Other Evaluation Factors

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

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

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

1. Factor 1 **Facility**
   a. Description: This factor considers all functional, programmatic, and spatial relationships shown in the Offeror's floor plan and how well the Offeror has accommodated VA's conceptual design and space program. This factor also considers how effectively the Offeror has implemented VA's aesthetic concept.

   b. Minimum Standard: Requirements as stated within the RLP

   c. Submittal Requirement: The Offeror shall present a facility with shape and dimensions, and access and adjacencies, that implement the space program and all functional requirements of the facility. The Offeror shall address functional as well as aesthetic components of the facility in sufficient detail so that the Government may conduct a comprehensive evaluation of the healing and working environments being proposed.

   d. Document Requirement: Offerors shall submit separate Technical Offer and Price Offer, as defined in Section 3 of this RLP. No price information should be included in the Technical Offer.

2. Factor 2 **Site**
   a. Description: This factor considers the inherent characteristics, functionality, and quality of development of the site offered. VA will evaluate the quality of the site based on how the Offeror's development of the site accommodates VA's conceptual design, building footprint, and physical security requirements. This includes suitable ingresses and egresses to and from the main (public) roadway(s), emergency vehicle access, staff entrances, and loading dock and service entrances. Parking lots and walkways are accessible, and traffic patterns efficiently manage the flow of vehicles while ensuring pedestrian safety. Stormwater management and landscaping best practices are addressed and comply with local code and any covenants or use restrictions on the site. The site offered has attributes such as [proximity to amenities, good visibility, proximity to an emergency department, etc.]. Any enhancements offered are functionally useful to patients, visitors, and/or staff.

   b. Minimum Standard: Requirements as stated within the RLP

c. Submittal Requirement: The offeror shall provide map(s), drawing(s), plans or other items showing or confirming the site meets requirements. This factor considers the site location, if located near other like or similar businesses (medical offices, hospitals) as VA's intended use, access to public transportation, the ingresses and egresses, proximity to amenities and services, accessible parking and walkways, traffic patterns to maximize the flow of vehicles to and from the main thoroughfare, and how the landscaping design fits the surrounding area, and provides an aesthetically pleasing atmosphere.

d. Documentation Requirement: Offers shall present the Government with adequate information to fully assess the technical merits of a proposal based on the criteria stated in this RLP. To the extent that items are missing, not adequately addressed, or page limits are unreasonable in a proposal, the proposal may be determined to be unacceptable and therefore excluded from the competition, at the sole discretion of the LCO.

3. Factor 3 **Past Performance**

a. Description: Past performance will be evaluated in compliance with FAR Part 15.305(a)(2) considering multiple aspects of the Offeror's previous projects. The Offeror has provided evidence of the projects they have worked on of similar size and scope that proves that the Offeror can perform in a timely manner and within budget. The Offeror has effectively managed its project teams and the project RLP NO._____, VHA TEMPLATE R100 (latest version) itself to ensure customer satisfaction and project success. The facilities produced by the Offeror are of high quality as may be evidenced by awards or accolades. Additionally, the Offeror has engaged in upstanding business practices, including subcontracting to Veteran-owned small businesses and other small businesses, making timely payments to subcontractors, and operating within legal and ethical standards. VA will evaluate most favorably Offerors who demonstrate past successes with relevant, similar projects, completed on time and within budget, to the satisfaction of their customers and corroborated by positive feedback. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

b. Minimum Standard: Requirements as stated within the RLP

c. Submittal Requirement: The offering entity must affirmatively state whether it has a record of relevant past performance. In accordance with FAR 15.305(2), past performance will be evidenced by information contained in Past Performance Questionnaires and from Government systems and records The Offeror shall provide a list of all of the Offeror's relevant prime contracts completed during the past three (3) years by the offering entity and predecessor companies, key personnel who have relevant experience, as well as those prime contracts that are currently in process. The Offeror must also provide a list of references for the offering entity and key personnel. References may be business and financial. This information will be supported by past performance questionnaires that are filled out by the Offeror's reference and submitted directly to the LCO, on or before the due date for initial offers. A past performance questionnaire template is attached to this RLP. A separate questionnaire should be completed for each contract listed. Completion and submission of past performance questionnaires by the Offeror's references is solely the responsibility of the Offeror and its references to provide to the Government in accordance with this RLP. The Offeror is advised that VA will validate the information provided in all past performance questionnaires and will not accept questionnaires provided by an Offeror as opposed to the reference. The Offeror may include letters of recommendation or commendation, awards, or certifications that indicate the Offeror possesses a high-quality process for developing and providing the final project or service. Past performance questionnaires must be submitted to the LCO via e-mail, with a subject line that reads: "**36C24W26R0007**", name of Offeror, Completed Past Performance Questionnaire" The LCO will not provide information to the Offeror as to whether a Past Performance Questionnaire Form was or was not received. The Offeror should allow adequate time for its references to complete the Past Performance Questionnaires and for them to be sent to the appropriate recipients within the allocated time frame.

4. Factor 4 **Experience**

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

b. Minimum Standard: Requirements as stated within the RLP

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

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

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

4.04 PRESENT VALUE PRICE EVALUATION (FEB 2026)

A. If annual CPI adjustments in operating expenses are included, the Offeror must 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 must include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.

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

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

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

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

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

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

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

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

7. To the gross PVC will be added:

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

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

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

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

e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements (TI) and BSAC, if applicable. The Offeror is required as part of their offer to identify on VHA Form 1364 any and all fees to complete the TI and BSAC, 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 (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 and using the example with a $150,000 TI Allowance and a $50,000 BSAC amount to illustrate scenarios.

I. A/E Fees Calculation - Percentage Rate Offered. For evaluation purposes, the fee is a percentage of the TI Allowance and BSAC amount. For example, a 5% A/E fee results in an A/E fee amount of $10,000

(i) (TI Allowance + BSAC amount) x A/E Fee percentage = A/E fee amount

(ii) ($150,000 + $50,000) x 0.05 = $10,000

II. Lessor's PM Fees Calculation. For evaluation purposes, the PM fee is a percentage of the TI Allowance and BSAC amount. For example, a 5% PM fee results in a PM fee amount of $10,000.

(i) (TI Allowance + BSAC amount) x Lessor's PM fee percentage = PM fee amount

(ii) ($150,000 + $50,000) x 0.05 = $10,000

III. Total Fee Percentage Calculated and Applied to Buildout Amortization. For evaluation purposes, the A/E fees and Lessor's PM fees are not evaluated as lump sum amounts. The sum of the A/E and PM fees is computed as a percentage of the total combined TI Allowance and BSAC amount and added to the annual amortized rate for the separate TI and BSAC rents. Using the above examples, the annual amortized rate added to the TI Allowance and BSAC amount rents is calculated to be 10%.

(i) A/E fees + Lessor's PM fees = Total fees

(ii) $10,000 + $10,000 = $20,000

(iii) Total fees / (TI Allowance + BSAC amount)

(iv) $20,000 / ($150,000 + $50,000) = 10%

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.

4.05 AWARD (MAY 2026)

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

1. Lease No. **36C24W26R0007** and any associated Lease amendments.
2. VHA 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.
   Approved DIDs.
5. VHAR 552.270-33, Foreign Ownership and Financing Representation for High-Security Leased Space.

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP: