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## Regarding ICE Legislation

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**From** Alex Gebhart <[REDACTED]>  
**Date** Mon 2/2/2026 7:36 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Hello,

Thank you for your swift action to introduce this legislation upon discovering the ICE facility and choosing to revoke the permit. This moment is showing us how critical local government action is at protecting our communities.

The strategy to use private companies to obfuscate the actions of federal agencies is concerning and I fully support this legislation. I would encourage more action if at all possible to further protect our vulnerable community members. We all know that ICE will not stop unless we force them, and anything we can do will help.

Thank you for your attention to this serious issue and for working to protect our people.

Alex Gebhart  
[REDACTED]

## Detention Center

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**From** Allison Korn <[REDACTED]>  
**Date** Mon 2/2/2026 8:13 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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County Council Members:

We urge all of you to support the emergency legislation to bar detention facilities in the County that will be considered tonight, Feb. 2.

There is no place in Howard County for underhanded, secretive, and morally repugnant behavior inherent in this facility.

Allison Korn and Alan Clardy



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**Support for Calvin Ball's legislation- no private detention centers**

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**From** Amanda Olson <[REDACTED]>  
**Date** Mon 2/2/2026 3:04 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Good afternoon,

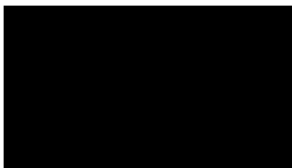
I'm writing to express my support for Calvin Ball's Emergency Legislation Prohibiting Permitting of Privately-Owned Detention Centers.

As a Howard county resident I would be appalled and ashamed to know that a private detention center would be authorized as we all know the worst human rights violations come from greedy people who are left unchecked, which we've seen happen time and time again with privatization of detention services. I am concerned not just for the possibility that a private detention center could be used by DHS and ICE, which has some horrifying evidence against them regarding human rights violations, but could also be used against vulnerable and often targeted populations who are systematically detained due to their ethnicity or affiliations rather than based on actual crimes committed (or based on reasonable punishment for crimes committed).

I support the proposed legislation that prohibits privately owned detention centers in our county.

Sincerely,

Amanda Olson



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## Support the Maryland Bottle Bill to Reduce Litter and Plastic Pollution

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From Andrea Potocny <[REDACTED]>

Date Sat 1/31/2026 10:17 PM

To CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Howard County Council,

I am writing to ask you to please support the Maryland Beverage Container Recycling Refund and Litter Reduction Program, a.k.a. the Maryland Bottle Bill, to reduce beverage container litter and plastic pollution and increase beverage container recycling.

Marylanders buy more than 5.5 billion beverage containers annually, but only about a quarter of them are recycled. More than four billion containers every year end up in the environment, in a landfill, incinerated, or littering the landscape and waterways.

Beverage containers are half of the trash by volume in the Anacostia River watershed and are pervasive in Baltimore Harbor. Plastic bottles are the third most frequently littered plastic in beach cleanups. They break into microplastics, are consumed by wildlife, and move up the food chain. Humans are ingesting up to a credit card's worth of plastic a week.

The Maryland Bottle Bill would reduce beverage container litter and plastic pollution, and more than triple the recycling rate for beverage containers in Maryland to 90 percent. It would add a small deposit to the cost of beverage containers that is refunded to customers when the containers are returned for recycling. Under this program, you are buying the beverage, but borrowing the container. The deposit is a powerful incentive to return used beverage containers and to collect those that are littered, for their refund value.

Ten US states, covering about 90 million people, have longstanding recycling refund programs. Programs like these have reduced beverage container litter by as much as 84 percent. Michigan and Oregon have achieved beverage container recycling rates of 90 percent with a 10 cent deposit. These programs collect clean, source-separated materials that can be used in the production of new containers, reducing greenhouse gasses and saving energy compared to products made from virgin materials.

In Howard County, the program would divert thousands of tons of beverage containers annually from litter and the waste stream, and capture them for recycling into new containers. The County would save money, because there will be fewer containers trashed or littered, and costs of the collection and processing of containers would be funded by beverage companies, not taxpayers. The County would have no obligation to operate or enforce the program. Statewide, it would divert an additional 3.6

billion containers per year, 2.3 billion of which are plastic bottles, from litter and the waste stream. A public opinion poll in late 2024 found that 90 percent of registered voters in Maryland would support a beverage container redemption program with a 10 cent refundable deposit, financed by beverage companies, not taxpayers!

The Maryland Bottle Bill has momentum! It passed the House Environment and Transportation Committee in the 2025 General Assembly, with the support of the Maryland Municipal League and dozens of environmental, civic, and faith groups. Now we need the support of Maryland's counties. I urge you and the Howard County Government to ask our State legislators to support the Maryland Bottle Bill in 2026! Every year we wait, more than 4 billion more beverage containers enter the environment.

Sincerely,

Andrea Potocny



This message was sent by KnowWho, as a service provider, on behalf of an individual associated with Sierra Club. If you need more information, please contact Member Care at Sierra Club at [member.care@sierraclub.org](mailto:member.care@sierraclub.org) or (415) 977-5673.

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**vote in favor of Council Bill 16-2026**

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**From** angela whalen <[REDACTED]>  
**Date** Mon 2/2/2026 7:43 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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I am writing to provide written testimony in favor of the passage of the emergency bill [Council Bill 16-2026](#), with the Howard County Council to prohibit the permitting of privately-owned buildings operating as detention centers in Howard County. Recent reporting and leasing advertisements that have been reviewed have indicated that this privately-owned building, located at 6522 Meadowridge Road in ElkrIDGE is intended for occupancy by Immigrations and Customs Enforcement (ICE).

I appreciate the action of the County Executive and the Council to ensure the safety of all community members. I strongly object to the detention of human beings in warehouse facilities, and appreciate the county enforcing the Liberty Act and ensuring that ICE not be able to operate a facility in Howard County. The strength of Howard County is its diversity and the community it fosters with people from all over the world who make this their home. Thank you for your diligence to make every person feel welcome and able to work and contribute to their family and community freely. The actions of the federal agencies currently engaging in immigration enforcement are inhumane, undignified, outside of the legal bounds and due process, and deny human rights. Thank you for doing as much as you are able to not allow their campaign of fear and intimidation to preside in our communities.

Respectfully,  
Angela Whalen

[REDACTED]

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## Support Emergency Legislation

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**From** A&L McDonald <[REDACTED]>  
**Date** Sat 1/31/2026 6:42 PM  
**To** Jones, Opel <ojones@howardcountymd.gov>  
**Cc** CouncilMail <CouncilMail@howardcountymd.gov>; Ball, Calvin <cball@howardcountymd.gov>

### **WARNING!!!**

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Dear Councilman Jones,

My name is Ann McDonald, and I am a resident of [REDACTED]  
[REDACTED]

I am writing to urge you to **advance the emergency legislation being introduced Monday by County Executive Calvin Ball to a bill and to vote in favor of it**, banning privately owned detention centers in Howard County.

Privately run detention facilities associated with ICE raise serious concerns regarding oversight, human rights, and community safety—concerns that do not align with Howard County's long-standing values of fairness, transparency, and inclusion.

Thank you for your leadership and for your consideration of this important issue. I appreciate your support and will be following the bill closely.

Sincerely,  
Ann McDonald

[REDACTED]

Sent from my iPhone

## ICE Camps in Hoco

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**From** Beth Hopper <[REDACTED]>  
**Date** Mon 2/2/2026 11:14 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Hello,

I am writing to voice my objection to any concentration camps being hosted in Howard County. We must not make it easy for them to take our neighbors, hold them, and then ship them anywhere they please with no oversight.

These are our neighbors.

We love our immigrant community, they are some of my closest friends and are an integral part of our city, our county, our country.

Do not give these echoes of Nazis and Slave Catchers easy access to BWI. Please note that I do not use those terms lightly. Slave Catchers were legal. The Nazis were legal. Legality is not morality. Please be with us on the right side of history.

- Beth Hopper  
[REDACTED]

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## Support for Howard County Sanctuary Protections

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From blene bekure <[REDACTED]>  
Date Mon 2/2/2026 3:59 PM  
To CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Council Members,

Being undocumented is not a crime. I am proud to live in a county that recognizes this principle and takes steps to protect all residents from agencies such as ICE, which continue to operate with limited accountability.

Howard County is a sanctuary and must remain so. The use of private detention facilities represents a serious human rights concern, and our county should not support or enable such practices. All residents—regardless of immigration status—deserve to live without fear.

This legislation, together with the 2020 Liberty Act, affirms Howard County's commitment to protecting its residents, enforcing accountability, and refusing cooperation with private detention operations. Its impact must be substantive, not symbolic, and violations must be addressed accordingly.

I urge the Council to uphold these protections and lead with integrity.

Sincerely,  
Blene Bekure

## ICE facility

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**From** CARLEEN PENA <[REDACTED]>  
**Date** Sun 2/1/2026 3:50 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Good day,

As a long time resident of Howard County, I hope that you vote to prohibit permitting an ICE detention facility anywhere in Howard County. This would not serve to benefit the county.

Sincerely

Carleen Pena  
[REDACTED]

## Support of Human Dignity

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**From** Christine Carey <[REDACTED]>  
**Date** Mon 2/2/2026 10:12 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Hello,

I am writing to voice my objection to any concentration camps being hosted in Howard County. We must not make it easy for them to take our neighbors, hold them for however long, and then ship them to terrible facilities in Texas and Louisiana.

These are our neighbors.

My youngest goes to Cradlerock. At his concert a few weeks back, the multiple languages spoken by the parents were almost as beautiful as the music our kiddos sang. We love our immigrant community. It's why I moved to Columbia- it was built on this dream of all colors, nationalities, religions, and socioeconomic statuses- all living side by side.

I still believe in that dream.

Do not give these echoes of Slave Catchers an easy hub to BWI. Please note that I do not use that term lightly. Slave Catchers were legal in their time too. The Nazis took many of their tricks from us. This is our dark history echoing right now and we need to face it, together, as the beautiful rainbow that we are.

Please be on the correct side of history, HoCo.

-Christine Marie Carey  
[REDACTED]

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## Support for Legislation that Says NO to Private Detention Facilities in HoCo

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**From** Cindy LaFollette <[REDACTED]>  
**Date** Mon 2/2/2026 2:40 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Dear Council Members,

BEING UNDOCUMENTED IS NOT A CRIME, and I am proud to live in a county where we recognize that, and where we work to inform and protect all of our residents against entities like ICE. Because, as we know, ICE has no boundaries and faces no consequences for their actions under the Trump administration.

Howard County is a sanctuary, and should remain that way. Private prisons are no better than other instruments of torture used throughout history to hold people in places that one particular body of people do not "agree with." It is a disgusting abuse of human rights and we will have no part of it. We must remain a place where people can come and feel safe, undocumented or otherwise.

We have seen how the unarmed resistance in Minneapolis shows that we can resist with intellect, creativity, policy, protest, and compassion against atrocities like ICE. This legislation, along with the 2020 Liberty Act, will hold our stance of "You are not welcome here," and will help to protect our county residents, prosecute anyone who violates this legislation, and ensure that we will not provide private prisons for ICE, or any other offender, to conduct their vile and unlawful activities.

This legislation is gaining attention nationwide but it cannot be performative. This must be a bi-partisan effort to secure the safety and well being of residents in our county, and anyone who violates it must be brought to justice. And those of us who support it must stand by it, speak out, and speak up.

Yours in Advocacy, with Liberty and Justice for All ...  
Cindy LaFollette

## No ICE detention center in Ho Co

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**From** Claire Femiano <[REDACTED]>  
**Date** Mon 2/2/2026 5:29 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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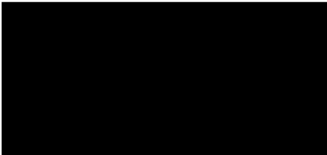
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My name is Claire Femiano and I am a resident of District 1.

I am writing to urge you to advance the emergency legislation being introduced Feb 2, 2026 by County Executive Calvin Ball to a bill and to vote in favor of it, banning privately owned detention centers in Howard County.

Thank you for your leadership and for your consideration of this important issue. I appreciate your support and will be following the bill closely.

Claire Femiano



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**YES on CB16-2026**

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**From** Clare Deaton <[REDACTED]>  
**Date** Mon 2/2/2026 3:24 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

**WARNING!!!**

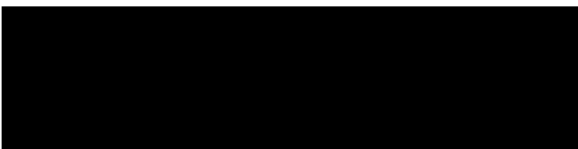
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Hello,

I am writing in support of the emergency legislation filed for this session by Calvin Ball which will prevent the sale of property in our county to ICE. I have live in Howard County almost my whole life and among the many things I love about my home is the beautiful diversity of our community. Just as this federal administration is an existential threat to our democracy, ICE represents a very real, physical safety hazard to our non-white community members (as citizenship / immigration status seems not to matter at all to these agents who perpetrate violence and violate the rights of both immigrants and citizens alike).

I urge our leaders to stand up for justice and equality before its too late. History will remember.

**Clare Sengupta, PhD**



## my testimony regarding the ICE Detention Center

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**From** Corinne Edwards <[REDACTED]>  
**Date** Mon 2/2/2026 7:33 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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I, for one, do NOT want any kind of ICE detention center in this county. I am appalled by how this agency is behaving and I want our county to have nothing to do with it. As an HCPSS employee, I am deeply invested in the families in this community and no one belongs in a detention center, no matter their citizenship status. I am DEEPLY concerned about the direction our country is going - I love Howard County I hope our little corner of the world can remain a safe place for ALL people.

Respectfully

Corinne Edwards  
[REDACTED]

--

\*the littlest birds sing the prettiest songs\*

 Outlook

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**YES to introducing emergency legislation banning private detention centers**

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**From** Cory Redfern [REDACTED]  
**Date** Sat 1/31/2026 5:07 PM  
**To** Rigby, Christiana <crigby@howardcountymd.gov>

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I live at [REDACTED] in Jessup. Per the news item <https://www.howardcountymd.gov/News013026>, I submit as testimony for the legislative session on February 2nd: please do introduce and vote YES on the emergency legislation to restrict the use of privately-owned detention facilities in Howard County.

v/r,  
Cory Redfern

**Anderson, Isaiah**

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**From:** Cindy Millen [REDACTED] >  
**Sent:** Monday, February 2, 2026 2:21 PM  
**To:** CouncilMail  
**Cc:** CouncilDistrict1@howardcountymd.gov  
**Subject:** Please vote for Calvin Ball's emergency legislation to prohibit permitting of privately owned detention centers in Howard County

**Flag Status:** Flagged

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I live in [REDACTED]

I do not want private detention centers/prisons in Howard County. Please vote for the legislation that Calvin Ball is introducing today (referenced in the link below) to prohibit permitting of such places.

Regards,

Cynthia Millen  
[REDACTED]

[Howard County Executive Calvin Ball to Submit Emergency Legislation Prohibiting Permitting of Privately-Owned Detention Centers | Howard County](#)



Emergency Legislation Proh...

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## Testimony in Support of Emergency Legislation - Private Detention Facilities

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**From** Dakota Blodgett <[REDACTED]>  
**Date** Sun 2/1/2026 4:58 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Dear Howard County Council,

My name is Dakota Blodgett, and I am a resident of [REDACTED]. I am writing to express my **strong support** for the emergency legislation being introduced to restrict private detention facilities in Howard County.

I am deeply concerned about the proposed ICE facility in Elkridge. My opposition stems from a profound fear for the safety and dignity of marginalized populations within our own community and across the country. Allowing a private entity to facilitate federal detention on Howard County soil undermines the values of inclusion and safety that we claim to uphold.

This is a critical moment for local resistance against federal overreach. We must use every legal tool at our disposal, including our authority over local zoning and permitting to ensure that Howard County remains a place where human rights are protected, not a place where they are compromised for the sake of private contracts.

I urge the Council to move this legislation forward immediately to protect our neighbors and set a standard for human dignity in Maryland.

Thank you,

Dakota Blodgett, [REDACTED]

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## Support emergency legislation to restrict detention centers in HoCo

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**From** Eliana Holgate <[REDACTED]>  
**Date** Mon 2/2/2026 11:03 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Hello,

I am a resident living in Howard County [REDACTED] and I am writing to voice my vigorous support of the emergency legislation introduced to restrict the operation of privately-owned detention facilities in Howard County. We must not make it easier for careless agents to take our neighbors, hold them indeterminately, and then ship them to even more inhumane facilities while trampling their rights. These are members of our community.

My family moved to Columbia for its diversity. It appealed to us because Columbia was built on this dream of all colors, nationalities, religions, and socioeconomic statuses, all living side by side. I still believe in that dream.

Please continue your dedicated support of every constituent you serve. Please help to safeguard the rights available to every person living in this country. Please do not obey in advance directives and policies you know are wrong that have not yet been forced upon our community. Please be on the correct side of history, HoCo.

Thank you,  
Eliana Holgate

## ICE out of HoCo

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**From** Elisabeth Madison <[REDACTED]>  
**Date** Mon 2/2/2026 10:59 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Hello Howard County Council,

I am writing to express my support of doing all possible to keep ICE out of Howard County. Please let us remain a sanctuary jurisdiction, and please vote to restrict the use of buildings and properties by ICE and DHS and etc etc.

We all need to work together to protect our friends and neighbors. Diversity is a real strength here in HoCo, and one of the main reasons I'm proud to call myself a resident!

Please let me know if you require further feedback or information to support my statement.

Warmly,

Elisabeth Madison  
Howard County [REDACTED]

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## Support of Bill Against Private Detention Centers in HOCO

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From Liz <[REDACTED]>  
Date Mon 2/2/2026 11:57 AM  
To CouncilMail <CouncilMail@howardcountymd.gov>

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Hello, I am a Howard County resident and I've lived here almost all of my 47 years.

I am vehemently opposed to any sort of private detention center, let alone in Howard County. Howard County has been a place where inclusion and diversity thrive and I cannot in good conscience support a detention center for my neighbors a friends.

Please let Calvin Ball know that my family supports his bill to keep these detention centers out of Howard County. Thank you for fighting the good fight.

Sincerely,  
Elizabeth Petinga

[REDACTED]

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**I support proposed legislation to PROHIBIT the permitting of privately-owned detention centers**

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**From** Ellen Shay <[REDACTED]>  
**Date** Sun 2/1/2026 11:06 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Howard County Council,

I am a constituent of Howard County.

I support County Executive Bell's proposed legislation to PROHIBIT the permitting of privately-owned detention centers in Howard County. Please vote to PROHIBIT such detention centers.

Thank you.

Ellen Shay  
[REDACTED]

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**Regarding Council Session 2/2 and Private Detention Centers**

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**From** Emily Johnson <[REDACTED]>  
**Date** Mon 2/2/2026 9:04 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

**WARNING!!!**

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I am writing in regards to the February 2nd Howard County Council session in which the subject of the County Executive's emergency legislation on restricting private detention centers will be discussed.

This is the first time in the eight years I have lived in Howard County that I have written to the council with an opinion for a vote. I am unable to attend tonight but I wanted to provide the following statement:

We are at tipping point in our country. To be neutral or inactive is to allow further great injustices to the people of our community. These detention centers already have documented terrible abuses to our fellow humans, whether they are documented or not, whether citizen or not. We can't sit idly by and allow it to happen here.

I wholeheartedly support any legal methods to restrict detention centers in any way. This moment in time will be a heavily studied era in history books, and Howard County should be seen as a part of upholding liberty and justice for ALL. We should support this legislation or similar, and action needs to be taken now.

I also strongly encourage Howard County to support our First Amendment rights and ensure that we can safely protest, regardless of political alignment or topic. Federal agents are intentionally escalating these situations into violence, and that means we need strong vocal, legal, and physical support from the Howard County government and law enforcement agencies.

I am proud of the community I live in, and it would be a hollow and empty one without the great diversity we currently enjoy. Ensuring proper due process and humane treatment by the government affect us all, regardless of status.

Thank you,

Emily Johnson  
[REDACTED]

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## Proposed ICC Holding facilities in Howard County

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**From** Gary Gross <[REDACTED]>  
**Date** Mon 2/2/2026 7:43 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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The County Executive and presumably the County Council refuses to cooperate with the HLS (ICC) to detain criminal illegals. ICC followed by creating temporary detention facilities. Seems logical.

I am a 50 year resident of Howard County. I want a peaceful, safe community. What is wrong with that? I guess it isn't consistent with the left wing ideology.

Gary Gross  
[REDACTED]

---

**Hoco Civility, NO to Dentention Facility**

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**From** J. Kim <[REDACTED]>  
**Date** Mon 2/2/2026 4:16 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Members of the Howard County Council:

We cannot claim civility while allowing ICE to contract private prisons here to hold our neighbors in inhumane conditions and without due process.

I urge you to support Calvin Ball's emergency legislation to prohibit the permitting of privately-owned buildings operating as detention centers in Howard County.

Thank you,

Jeeyun Kim

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## Written Testimony in Support of HB0309

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**From** Jennifer Hicks <[REDACTED]>  
**Date** Mon 2/2/2026 2:19 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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**TO:** Members of the House Judiciary Committee  
**FROM:** Jennifer Hicks  
**DATE:** 2.2.2026  
**RE:** SUPPORT for HB0309 - Judicial Facilities - Stops, Detentions, and Arrests - Limitations

Hello,

Despite being currently stationed overseas, I am writing today as a homeowner and tax-paying resident of Maryland to express my strong support for HB0309. This legislation is a necessary step in protecting the integrity of our legal system and ensuring that every Marylander, regardless of immigration status, can access justice without fear of predatory enforcement. Federal agencies like ICE have completely weaponized our judicial spaces as hunting grounds. By lying in wait to ambush fearful victims at courthouses and administration centers, they turn essential civic duties like attending a hearing into traps for deportation. Nothing about this makes us any safer; they do the opposite by deterring victims and witnesses from coming forward, effectively chilling the administration of justice for everyone.

Why I support HB0309:

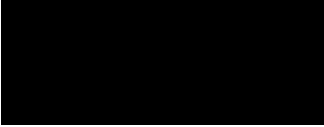
1. **Accountability** - allows individuals who are unlawfully detained to seek damages and injunctive relief against those responsible.
2. **Protecting judicial access** - prohibits arrests for civil offenses within judicial facilities or within one mile of them while an individual is traveling to or from a proceeding.
3. **Upholding due process** - makes evidence obtained through illegal courthouse arrests inadmissible in state proceedings.
4. **Strengthening existing protections** - this will further protect Maryland's "sensitive locations" from aggressive federal overreach.

Courthouses must always remain sanctuaries of the law, not hunting grounds for federal agents engaging in harassment. ICE's pattern of targeting people at their most vulnerable - when they are trying to navigate a complex legal system - is an affront to Maryland's values. Passing HB0309 will

send a clear message: The State of Maryland will not facilitate or tolerate the abusive tactics of federal immigration agents.

I urge a favorable report on HB0309.

Respectfully,  
Jennifer Hicks



---

**Urging your "YES" vote on the emergency ban on private detention centers**

---

**From** Jennifer Jeffrey-Pearsall <[REDACTED]>  
**Date** Sun 2/1/2026 7:38 AM  
**To** CouncilDistrict5@howardcountymd.gov <CouncilDistrict5@howardcountymd.gov>; CouncilMail <CouncilMail@howardcountymd.gov>

**WARNING!!!**

This email originated from someone outside of Howard County  
**\*\*\*DO NOT CLICK LINKS OR OPEN ATTACHMENTS\*\*\***  
unless you recognize the sender and know for sure that the content is safe

Dear Council Member Yungmann,

As a resident of [REDACTED] I am writing to strongly urge you to support the emergency legislation introduced by County Executive Calvin Ball to prohibit the permitting of privately-owned detention centers in Howard County.

I am deeply concerned about reports that an office building in Elkridge is being [renovated into a private ICE detention facility](#). The lack of public oversight inherent in privately-run facilities raises serious questions about the health, safety, and welfare of those detained, as well as the overall impact on our community's values.

Our county has already taken steps to distance itself from federal immigration detention contracts, and allowing private entities to bypass these standards is a step backward. I ask that you vote in favor of this measure during the upcoming legislative session to ensure Howard County remains a safe and welcoming place for all residents.

Thank you for your time and for your service to our district.

Sincerely,

Jennifer Jeffrey-Pearsall  
[REDACTED]

---

**CB16-2026 Genesis GSA Strategic One LLC Leasing Information**

---

From joel hurewitz <[REDACTED]>  
Date Wed 2/4/2026 1:59 PM  
To Anderson, Isaiah <ianderson@howardcountymd.gov>

**WARNING!!!**

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Isaiah,

As discussed, here are links to Genesis GSA Strategic One LLC leasing information:

Lease for office and other related space awarded to Genesis GSA Strategic One, LLC on May 16, 2023 for 15 years, 13 years firm.

<https://www.highergov.com/contract-opportunity/u-s-government-seek-1md2241-award-gs-03p-lmd00795-genesis-gsa-strategic-one-llc-b513c/#description>

Solicitation Documents

<https://sam.gov/opp/476d24e76ca84e32a9910163bc818de6/view>

Joel Hurewitz



**U.S. GOVERNMENT**

General Services Administration (GSA) seeks to lease the following space:

State:	Maryland
City:	Baltimore
Delineated Area:	<p>North – Starting at the intersection of 795 and Butler Rd., taking Butler Rd. to Belfast Rd. From Belfast Rd. to the intersection at York Rd., taking York Rd. to the intersection at 145. Following 145 to the intersection at 165.</p> <p>East – Starting where 145 meets 165, down to the intersection of 165 and LongGreen Pike. Following LongGreen Pike to Harford Rd., taking Harford Rd. to the intersection of Cub Hill Rd. and Harford Rd. Taking Cub Hill Rd. to Cromwell Bridge Rd. and following that all the way to 695. Following 695 down to White Marsh Blvd. taking you down to the intersection of Eastern Blvd. From Eastern Blvd. to 702, back onto 695 all the way down to Route 10.</p> <p>South – Starting at the intersection of 695 and Route 10, Arundel Expressway, taking Arundel Expressway down to the intersection of MD Route 100. Take MD Route 100 up to the intersection at I-97. Taking I-97 down to the intersection at Route 32.</p> <p>West – Starting at the intersection of I-97 and Route 32, taking route 32 all the way to the intersection of 91 (Gamber Rd.). Take Gamber Rd. to the intersection at Route 140 and follow Route 140 down to the intersection of 795 and Butler Rd.</p> <p>Please see attached Map of Delineated Area</p>

Minimum Sq. Ft. (ABOA):	27,258
Maximum Sq. Ft. (ABOA):	28,621
Space Type:	Office = 10,406 SF / Other = 16,852 SF
Parking Spaces (Total):	79 Secured Spaces
Parking Spaces (Surface):	N/A
Parking Spaces (Structured):	79
Parking Spaces (Reserved):	79
Full Term:	180 Months (15 Years)
Firm Term:	156 Months (13 Years)
Option Term:	1-5 Year
Additional Requirements:	<p>Offered buildings cannot be near residential, religious, educational or retail facilities.</p> <p>If the offered space is located on an upper floor, the space must have access to a dedicated elevator.</p> <p>Offered space must be contiguous.</p> <p>A Sallyport is required.</p>

Offered space must meet Government requirements for fire safety, accessibility, seismic, and sustainability standards per the terms of the Lease. A fully serviced lease is required. Offered space shall not be in the 100 year flood plain.

**Entities are advised to familiarize themselves with the telecommunications prohibitions outlined under Section 889 of the FY19 National Defense Authorization Act (NDAA), as implemented by the Federal Acquisition Regulation (FAR). For more information, visit: <https://acquisition.gov/FAR-Case-2019-009/889> Part B.**

Offers Due:	January 4, 2023
Occupancy (Estimated):	August 2024

**Send Offers via Electronic Offer Submission:**

Offers must be submitted electronically through the Requirement Specific Acquisition Platform (RSAP), located at <https://lop.gsa.gov/rsap/>.

Interested parties must go to the RSAP website, select the “Registration” link and follow the instructions to register. Instructional guides and video tutorials are offered on the RSAP homepage and in the “HELP” tab on the RSAP website.

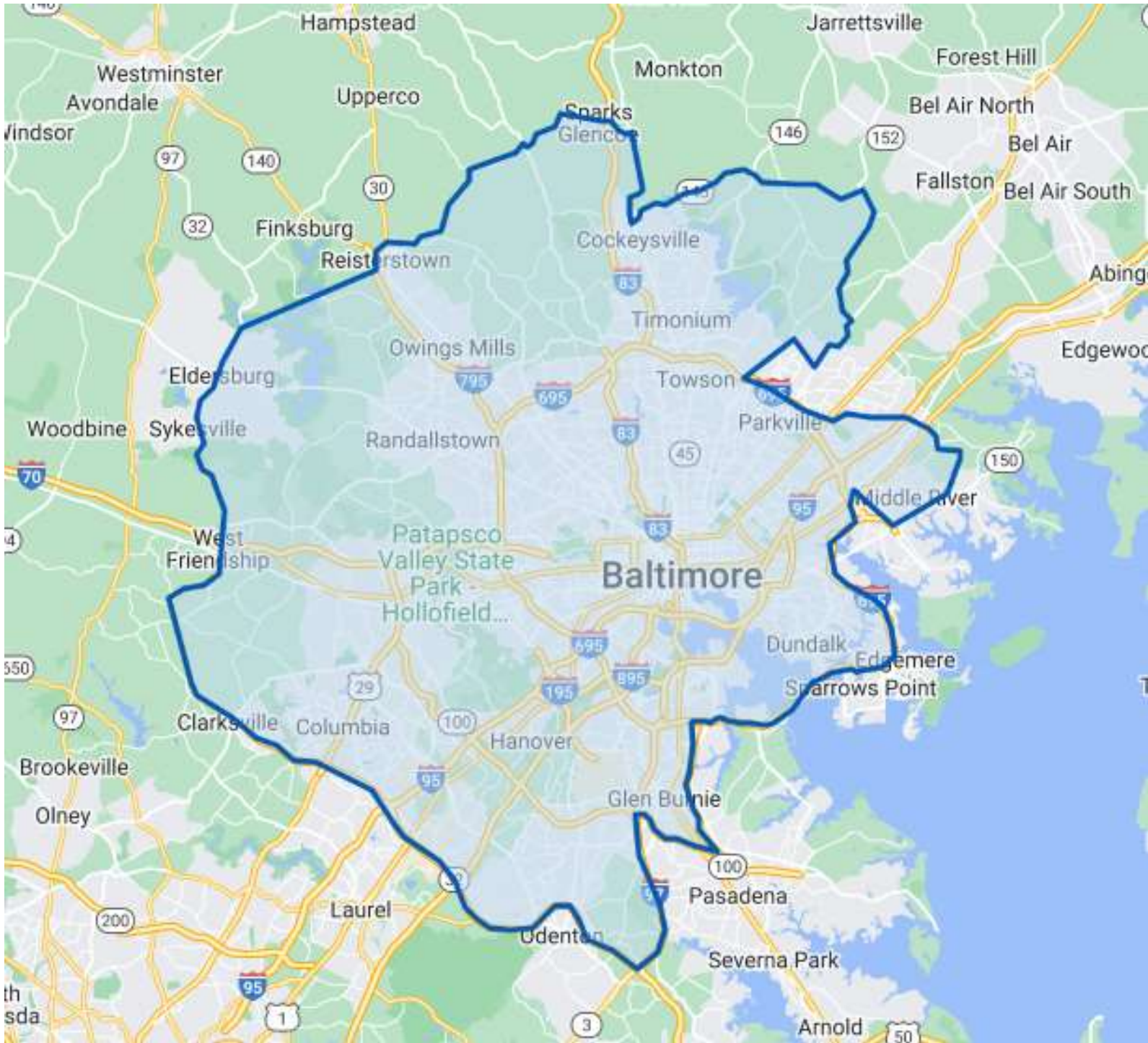
**Solicitation Number:**

Solicitation (RLP) Number:	1MD2241
----------------------------	---------

**Government Contact Information (Not for Offer Submission)**

<b>Role</b>	<b>Phone</b>	<b>Email</b>
Lease Contracting Officer: Cathleen Ryer	(215) 446-4527	<a href="mailto:Cathleen.Ryer@gsa.gov">Cathleen.Ryer@gsa.gov</a>
GLS+ Transaction Manager: Maria Kobe	(703) 852-6203	<a href="mailto:Maria.Kobe@gsa.gov">Maria.Kobe@gsa.gov</a>
GLS+ Local Broker: David Fields	(410) 244-3130	<a href="mailto:David.Fields@cbre.com">David.Fields@cbre.com</a>

*Note: Entities not currently registered in the System for Award Management (SAM) are advised to start the registration process as soon as possible.*



**GSA REQUEST  
FOR LEASE  
PROPOSALS  
NO. 1MD2241  
BALTIMORE, MD**

**Offers due by  
01/04/2023**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 5:00 p.m. Eastern 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. 3090-0163.*

**GLOBAL RLP  
GSA TEMPLATE R100 (10/22)**

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# REQUEST FOR LEASE PROPOSALS NO. 1MD2241

November 21, 2022  
GLOBAL RLP GSA TEMPLATE R100 (OCT 2022)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (OCT 2020)

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

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

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

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

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

A. The Government is seeking a minimum of **27,258** to a maximum of **28,621** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Occupant Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires **seventy-nine (79)** structured/inside parking spaces and **zero (0)** surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured by anti-climb chain link fencing and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

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

E. Approximately **250** ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be **Fifteen (15) Years, Thirteen (13) 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 **ninety (90) days'** prior written notice.

G. The Lease Term Commencement Date will be on or about **August 1, 2024**, or upon acceptance of the Space, whichever is later.

### 1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North – Starting at the intersection of 795 and Butler Rd., taking Butler Rd. to Belfast Rd. From Belfast Rd. to the intersection at York Rd., taking York Rd. to the intersection at 145. Following 145 to the intersection at 165.

East – Starting where 145 meets 165, down to the intersection of 165 and LongGreen Pike. Following LongGreen Pike to Harford Rd., taking Harford Rd. to the intersection of Cub Hill Rd. and Harford Rd. Taking Cub Hill Rd. to Cromwell Bridge Rd. and

following that all the way to 695. Following 695 down to White Marsh Blvd. taking you down to the intersection of Eastern Blvd. From Eastern Blvd. to 702, back onto 695 all the way down to Route 10.

South – Starting at the intersection of 695 and Route 10, Arundel Expressway, taking Arundel Expressway down to the intersection of MD Route 100. Take MD Route 100 up to the intersection at I-97. Taking I-97 down to the intersection at Route 32.

West – Starting at the intersection of I-97 and Route 32, taking route 32 all the way to the intersection of 91 (Gamber Rd.). Take Gamber Rd. to the intersection at Route 140 and follow Route 140 down to the intersection of 795 and Butler Rd.

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

**1.04 UNIQUE REQUIREMENTS (OCT 2021)**

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

- A. Offered buildings cannot be near residential, religious, educational or retail facilities.
- B. If the offered space is located on an upper floor, the space must have access to a dedicated elevator.
- C. Offered space must be contiguous.
- D. A Sallyport is required.

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

A. Neighborhood and Parking: Inside City Center:

Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. Parking facilities with an adequate availability of parking spaces open to the general public to accommodate employees and visitors shall be located within the immediate vicinity of the Building but generally not exceeding a walkable 2,640 feet of the employee entrance of the offered Building as determined by the LCO. These parking facilities do not substitute for the required parking under Paragraph 1.02(C).

B. Neighborhood and Parking: Outside City Center:

Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 400 RSF of Space.

C. Walkability and Amenities:

1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.
2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be within safely accessible, walkable 2,640 foot distance of at least seven (7) instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining five (5) instances must fall within at least 2 of the Diverse Use Categories shown below:

Diverse Use Category	Uses
Food Retail	Supermarket, Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes, Convenience store, Farmer's market, Hardware store, Pharmacy, Other retail
Services	Bank, Gym, Health club, Exercise studio, Hair care, Laundry, Dry cleaner, Restaurant, Café, Diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K-12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

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

D. Transit Accessibility: A subway, light rail, or bus rapid transit stop shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, walkable 2,640 feet from the principal functional entrance of the building, as determined by the LCO.

**1.06 LIST OF RLP DOCUMENTS (OCT 2022)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS-03P-LMDXXXXX (Template L100)	43	A
Agency's Requirements	342	B
Security Requirements for Level III	13	C
GSA Form 3516, Solicitation Provisions	6	D
GSA Form 3517B, General Clauses	21	E
GSA Form 1364, Proposal to Lease Space	3	F
GSA Form 1217, Lessor's Annual Cost Statement	3	G
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	H
GSAR 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space	4	I
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	J
Disclosure of Contractor's Access to Offeror's Proprietary Information	1	K
Broker Commission Agreement	3	L

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

**1.07 AMENDMENTS TO THE RLP (JUN 2012)**

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

**1.08 LEASE DESCRIPTION (OCT 2021)**

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

B. The Lease contemplated by this RLP includes:

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

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

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

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

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

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

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

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

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

#### **1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2022)**

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

B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the Building Specific Amortized Capital (BSAC). The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation. The Lessor shall 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 shall be no charge to the Government for any items that already exist in the offered Building or facility.

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

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

#### **1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)**

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

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

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

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

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

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

#### **1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)**

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

**Lease LCO:**

Cathleen Ryer  
General Services Administration  
100 S Independence Mall  
Philadelphia, PA 19106  
215-446-4527  
CATHLEEN.RYER@GSA.GOV

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

**Alternate Government Contact:**

Maria Kobe  
CBRE, Inc.  
1861 International Drive, Suite 300  
McLean, VA 22102  
703-852-6203  
MARIA.KOBE@GSA.GOV

#### **1.14 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2020)**

A. For the purposes of this RLP, **CBRE** (the Broker) is the authorized contractor real estate broker representing GSA. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker. The Offeror shall enter the commission amounts for its representative and the amount to GSA's Broker in blocks 31a and 31b respectively on GSA Form 1217, Lessors Annual Cost Statement. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

B. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker's Company may represent both GSA and another Offeror under this lease action. By submitting an offer, the Offeror acknowledges the potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and request written acknowledgement statements from all Offerors.

C. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease. Commissions and/or credits shall be treated as confidential financial information and Offerors will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the GSA LCO.

D. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker shall not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

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

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

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

**1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)**

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

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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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

### 2.02 FLOOD PLAINS (OCT 2022)

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

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

### 2.03 ~~SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2022)~~ INTENTIONALLY DELETED

### 2.04 ~~SEISMIC SAFETY—HIGH SEISMICITY (OCT 2022)~~ INTENTIONALLY DELETED

### 2.05 HISTORIC PREFERENCE (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

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

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).
2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).
3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).
4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

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

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

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

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

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

## **2.06 ASBESTOS (OCT 2021)**

A. Government requires space with no asbestos-containing materials (ACM), or with undamaged, nonfriable ACM. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. Notwithstanding the preceding, if no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any material with a trace or more of asbestos quantity present.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan and Reinspection Report Submittals. If space is offered which contains ACM, the Offeror shall submit a current asbestos-related management plan or operations and maintenance plan, along with a current asbestos re-inspection report (performed within the past 5 years) for acceptance by the Government prior to lease award. The management plan or operations and maintenance plan, and re-inspection report shall conform to generally accepted industry practice in accordance with EPA guidance.

## **2.07 ACCESSIBILITY (SEP 2013)**

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

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

## **2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)**

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

- A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

## **2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2022)**

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

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

**NOTE:** Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

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

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

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

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

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

K. INTENTIONALLY DELETED

## **2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

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

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

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

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

A. Environmental Due Diligence

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

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

## B. National Environmental Policy Act

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

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

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

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

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

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

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

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

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

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

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

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

to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

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## SECTION 3 HOW TO OFFER

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### 3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

### 3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)

#### A. Online method - Submission through Lease Offer Platform (LOP):

1. Unless otherwise authorized by the LCO or his/her designated representative, offers may only be submitted electronically to GSA using the Lease Offer Platform/Requirement Specific Acquisition Platform (LOP/RSAP) located at <https://lop.gsa.gov/RSAP>. LOP enables Offerors to electronically offer space for lease to the Federal Government. The offer submission process is web-enabled, allowing all registered participants to submit and update offers to lease space to the Government in response to a single RLP for a specific space requirement.

2. In order to be considered for award, offers conforming to the requirements of the RLP shall be submitted through LOP/RSAP no later than **January 4, 2023, 5:00 p.m. Eastern.**

3. Offerors must submit all documentation identified in this RLP using the LOP/RSAP Application. The LOP/RSAP generates the Lessor's Annual Cost Statement (GSA Form 1217) and Proposal to Lease Space (GSA Form 1364) based on the entered data. These auto-populated forms are available for review at the end of the Application workflow and should be uploaded by the Offeror as part of his/her offer; there is no need for the Offeror to manually complete the attached blank version of these two forms. Any subsequent revisions to offer documents must be submitted through the LOP platform. There is no paper-based submission process under this RLP and paper submissions will not be considered, unless otherwise authorized by the LCO.

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

### 3.03 PRICING TERMS (OCT 2022)

Offeror shall provide the following pricing information with its offer:

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

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

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall 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 shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.

7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. **NOTE:** Refer to the Lease document for additional guidance.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. 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 being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
11. Compensation (expressed as a %) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered. If GSA is using a Tenant Representative Broker, compensation (expressed as a %) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA 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 PROSPECTUS LEASE (OCT 2022) INTENTIONALLY DELETED**

#### **3.06 ADDITIONAL SUBMITTALS (OCT 2022)**

Offeror shall also submit with its offer the following:

- A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.
- B. Satisfactory evidence of at least 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.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.
- E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.

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

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

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

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

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

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

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
  - b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
  - c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
  - d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:
    - i. A report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances or,
    - ii. For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.
2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA 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 GSA the FPLS Submittal Information listed in 1 above.

- K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.
- L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.
- M. The architectural plans for modernization, if the offered Building is not a modern office Building.
- N. A current asbestos management plan or operations and management plan, along with a current reinspection report (performed within the past 5 years), if the offered Building contains asbestos-containing materials.
- O. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs 1 through 5 noted below):
1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
  2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
  3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
  4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
  5. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.
- P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- Q. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.
- R. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:
1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
  2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
  3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
  4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

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

S. INTENTIONALLY DELETED

T. INTENTIONALLY DELETED

U. INTENTIONALLY DELETED

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

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

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

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

Z. INTENTIONALLY DELETED

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

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

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

AD. INTENTIONALLY DELETED

AE. INTENTIONALLY DELETED

### **3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)**

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

1. The TI Allowance is **\$55.41 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 shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

2. The Government anticipates that the Tenant Improvement buildout for this requirement may exceed the allowance under sub-paragraph A.1 above by approximately \$7,844,723.00 . The Government will use the TI Allowance as stated under sub-paragraph A.1 above in evaluating the TI rent component of offers; however, this does not preclude the Government from consideration of move-related replications costs in the evaluation, as outlined under the paragraph "Present Value Price Evaluation." The disclosure of this anticipated overage is not intended to be construed as an estimate of move-related replications costs. Also, it is not intended to serve as either an accurate estimate or an agreement by the Government as to the final pricing of the TI work, nor is it a commitment by the Government as to the level of TI work that eventually will be required. This disclosure is only intended to assist Offerors in understanding their potential obligation with respect to financing the full amount of Tenant improvements, as outlined under the Lease Paragraph "Tenant Improvement Rental Adjustment."

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

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

**3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2022)**

A. BUILDING SPECIFIC AMORTIZED CAPITAL PRICING:

The Building Specific Amortized Capital (BSAC) amount is **\$25.00 per ABOA SF**. The BSAC shall be used for the build-out of security-related improvements in the Building in accordance with the Government-approved design intent drawings, if applicable. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

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

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

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

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

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

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## **SECTION 4 METHOD OF AWARD**

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### **4.01 NEGOTIATIONS (JUN 2012)**

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

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

### **4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)**

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

### **4.03 AWARD BASED ON PRICE (JUN 2012)**

A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

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

### **4.04 OTHER AWARD FACTORS (OCT 2016) INTENTIONALLY DELETED**

### **4.05 FACTOR DESCRIPTIONS (OCT 2016) INTENTIONALLY DELETED**

### **4.06 FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED**

### **4.07 FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED**

### **4.08 DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED**

#### 4.09 PRESENT VALUE PRICE EVALUATION (OCT 2022)

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

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

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

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

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

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

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA'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. INTENTIONALLY DELETED

e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements (TI) and BSAC, if applicable. The Offeror is required as part of their offer to identify on GSA 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 associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.

##### I. TI rental rate

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

(ii) The underlying costs equals the TIA divided by (1 + A/E fee percentage)

$$\$300,000 / 1.05 = \$285,714.29$$

- (iii) A/E fees at 5% of the underlying costs are  $.05 \times \$285,714.29 = \$14,285.71$
- (iv) Underlying costs of  $\$285,714.29$  plus 5% A/E fees of  $\$14,285.71 =$  TIA of  $\$300,000$
- (v) The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$300,000 \times .05 = \$15,000$ .
- (vi) The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of  $\$14,285.71$  plus Lessor's PM fees of  $\$15,000$  (total fees of  $\$29,285.71$ )  $\div$   $\$300,000$  TIA =  $9.762\%$ . The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

II. **BSAC rental rate:** A/E and Lessor PM fees shall be evaluated for BSAC rental using the same methodology. Using the same scenario as stated above for TI rental rate, but with a BSAC placeholder amount of  $\$25.00$  per square foot ( $\$250,000$  total), the calculation would be as follows:

- (i) The underlying costs equals the BSAC divided by  $(1 + \text{A/E fee percentage})$   $\$250,000 / 1.05 = \$238,095.24$
- (ii) IA/E fees at 5% of the underlying costs are  $.05 \times \$238,095.24 = \$11,904.76$
- (iii) Underlying costs of  $\$238,095.24$  plus 5% A/E fees of  $\$11,904.76 =$  BSAC of  $\$250,000$
- (iv) The Lessor's PM fees are presumed to be in addition to the BSAC and calculated as a percentage of the full BSAC. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$250,000 \times .05 = \$12,500$ .
- (v) The sum of these fees is then computed as a percentage of the total BSAC. Following the example, A/E fees of  $\$11,904.76$  plus Lessor's PM fees of  $\$12,500$  (total fees of  $\$24,404.76$ )  $\div$   $\$250,000$  BSAC =  $9.762\%$ . The amortized rental rate for the BSAC is increased by this percentage for purposes of price evaluation.

f. INTENTIONALLY DELETED

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

#### 4.10 AWARD (OCT 2022)

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

- 1) Lease No. GS-03P-LMDXXXXX and any associated Lease amendments.
- 2) GSA Form 3517B, General Clauses.
- 3) The pertinent provisions of the offer.
- 4) Floor plans of the offered Space.
- 5) GSAR 552.270-33, Foreign Ownership and Financing Representation for High Security Leased Space.

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

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## SECTION 5 ADDITIONAL TERMS AND CONDITIONS

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- 5.01 ~~MODIFIED RLP PARAGRAPHS (OCT 2016)~~ INTENTIONALLY DELETED
- 5.02 ~~SWING SPACE - RLP (OCT 2022)~~ INTENTIONALLY DELETED

**LEASE NO. GS-03P-LMDXXXXX  
BUILDING NO. XXXXXX**

Global Lease  
GSA TEMPLATE L100 (10/2022)

**INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease (GSA Lease Template L100, hereinafter Lease Template). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Form 1364, (hereinafter Lease Proposal Form) into a Lease Template, and transmit the completed Lease Template, together with appropriate attachments, to the successful Offeror for execution.**

A. This Lease is made and entered into between

**Lessor's Name**

(Lessor), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, and

**The United States of America**

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

[Address]

and more fully described in Section 1 and Exhibit XX, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**C. LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**15 Years, 13 Years Firm,**

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

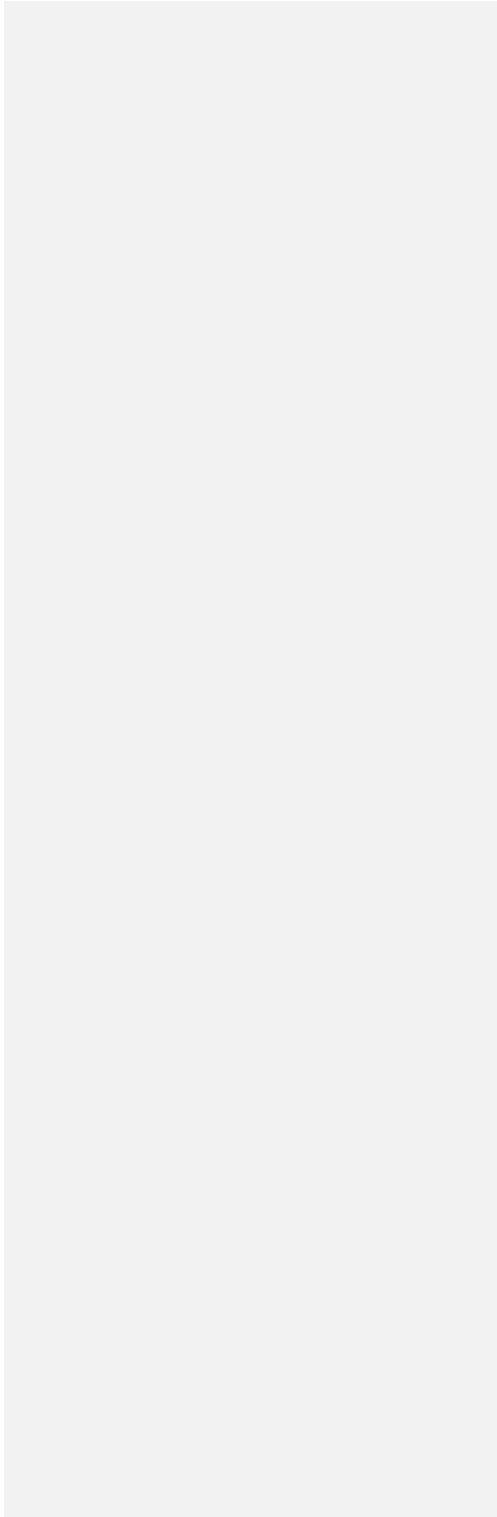
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.



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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (OCT 2022)**

The Premises are described as follows:

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**.

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space and an additional **XX** RSF, yielding **XX** ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total **XX** RSF/**XX** ABOA SF indicated above, for a total of **XX** RSF (yielding **XX** ABOA SF), located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **XX** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **XX** parking spaces as depicted on the plan attached hereto as Exhibit **XX**, reserved for the exclusive use of the Government, of which **XX** shall be structured/inside parking spaces, and **XX** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (OCT 2022)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS <sup>2</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$ XXX,XXX.XX	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ XXX,XXX.XX	\$0.00
PARKING <sup>5</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TOTAL ANNUAL RENT <sup>6</sup>	\$XXX,XXX.XX	\$XXX,XXX.XX

<sup>1</sup>Shell rent calculation:

(Firm Term) **XXX** per RSF multiplied by the RSF stated under Paragraph 1.01

(Non-Firm Term) **XXX** per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation: **XXX** per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup>Tenant Improvements of **XXX** are amortized at a rate of **X** percent per annum over **XX** years.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of **XXX** are amortized at a rate of **X** percent per annum over **XX** years

<sup>5</sup>Parking costs described under sub-paragraph B below

<sup>6</sup>Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

B. Parking shall be provided at a rate of **XXX** per parking space per month (structured/inside), and **XXX** per parking space per month (surface/outside).

C. The Lessor has offered free rent for the first **XX (X)** months of the Lease (free rent includes shell, operating, TI, BSAC and parking rent). Therefore, the first **XX (X)** months of the Lease shall be provided at no cost to the Government.

D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **XX** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the tenant improvement and/or BSAC rent for the period starting from the Lease Term Commencement Date to the date of tenant improvements/BSAC acceptance by the Government (such rent payment will not include any additional interest). Alternatively, the Government may elect to re-amortize the tenant improvements/BSAC over the remaining Firm Term of the Lease, at the amortization rate stipulated in the Lease. In the event the Government does not use all the TIA or BSAC, then the rental payments will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)**

A. **CBRE** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **\$XX** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only **\$XX** of the Commission will be payable to **CBRE** with the remaining **\$XX**, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted **X<sup>th</sup>** Month's Rent.\*

Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted **X<sup>th</sup>** Month's Rent.\*

Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted **X<sup>th</sup>** Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 TERMINATION RIGHTS (OCT 2016)**

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **ninety (90)** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (OCT 2016)

A. This Lease may be renewed at the option of the Government for a term of **XX YEARS** at the following rental rate(s):

OPTION TERM, YEARS <b>XX - XX</b>		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	<b>\$XX</b>	<b>\$XX</b>
OPERATING COSTS	OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **XX** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2022)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		
PARKING PLAN(S)		
AGENCY REQUIREMENTS		
SECURITY REQUIREMENTS		
GSA FORM 3517B GENERAL CLAUSES		
SMALL BUSINESS SUBCONTRACTING PLAN		
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) <b>X</b>		
GSA 552.270-33 FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE		

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$55.41** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **X** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

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

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT AND BSAC FEE SCHEDULE (OCT 2022)

For pricing TI and BSAC costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER (A/E) FEES (\$ PER ABOA SF OR % OF TI AND BSAC CONSTRUCTION COSTS)	<b>\$XX</b> OR <b>XX%</b>
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI AND BSAC CONSTRUCTION COSTS)	<b>XX%</b>

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$25.00** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **X** percent.

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

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

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2021)**

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **XX** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **XX** RSF by the total Building space of **XX** RSF. The tax parcel number is **XX**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](http://RET.GSA.GOV) or a successor portal.

**1.13 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$XX**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.14 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$XX.XX** per RSF.

**1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$XX.XX** per ABOA SF of Space vacated by the Government.

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$X.XX** per hour per zone
- No. of zones: **X**
- **\$ X.XX** per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: **X** AM through **X** PM  
Sunday: **X** AM through **X** PM.

**1.17 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)**

This Lease provides for normal hours of operation as outlined under Lease Paragraph 6.01, Provision of Services, Access, and Normal Hours. In the event the Government requires the following normal hours of operations: **6:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays], the rental rate and the base for operating cost adjustments will be reduced by **\$XX** per ABOA SF, adjusted to include any CPI adjustment as outlined under Lease paragraph entitled Operating Costs Adjustment. This reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

**1.18 BUILDING IMPROVEMENTS (MAR 2016)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

**1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

**1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)**

Lessor's Unique Entity Identifier (UEI)

UEI: **XXXXXXXXXXXX**

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. **Building.** Building(s) situated on the Property in which the Premises are located.
- D. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. **Common Area Factor.** The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. **Contract.** "Contract" shall mean this Lease.
- G. **Contractor.** "Contractor" shall mean Lessor.
- H. **Days.** All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. **FAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. **Firm Term/Non-Firm Term.** The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. **GSAR.** All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. **Lease Term Commencement Date.** The date on which the lease term commences.
- M. **Lease Award Date.** The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. **Premises.** The Premises are defined as the total Occupant Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. **Property.** Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. **Rentable Space or Rentable Square Feet (RSF).** Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$ .
- Q. **Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Occupant Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. **Occupant Area.** For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply. References to ABOA mean ANSI/BOMA Occupant Area.
- S. **Working Days.** Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

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**2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

**2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2022)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. The Lessor may be required to use the Government's project management system, as outlined in Lease paragraph entitled "Government Project Management System."

D. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

**2.04 WAIVER OF RESTORATION (OCT 2021)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

a) waste, or,

b) damages, or restoration arising from or related to:

- (1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
- (2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

**2.05 PAYMENT OF BROKER (OCT 2021)**

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

**2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)**

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

## 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses. 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

D. Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

#### 2.08 GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (DEVIATION) (SEP 2022)

(a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

(b) If no rate reduction has been established in this lease, the rate will be reduced by that portion of the costs per ABOA square foot of operating expenses not required to maintain the space.

(c) Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

#### 2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **thirty (30)** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

**2.11 ~~RELOCATION ASSISTANCE ACT (APR 2014)~~ INTENTIONALLY DELETED**

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### SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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#### 3.01 LABOR STANDARDS (OCT 2022) INTENTIONALLY DELETED

#### 3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

#### 3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

#### 3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2021)

For leases 10,000 RSF or greater, the requirements below apply:

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

#### 3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html). In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG](http://www.sfiprogram.org)).

**3.06 ADHESIVES AND SEALANTS (OCT 2022)**

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://SFTOOL.GOV/GREENPROCUREMENT/).

**3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)**

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

**3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (OCT 2022)**

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction subcontractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

**3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)**

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

**3.10 VESTIBULES (OCT 2020)**

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

**3.11 MEANS OF EGRESS (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

**3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)**

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**3.13 FIRE ALARM SYSTEM (SEP 2013)**

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

**3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

**A. Energy-related Requirements:**

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
  - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
  - b.
    - (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
    - (ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
      - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**B. Hydrology-related Requirements:**

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.15 ELEVATORS (OCT 2020)**

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

**3.16 BUILDING DIRECTORY (OCT 2024) INTENTIONALLY DELETED**

**3.17 FLAGPOLE (SEP 2013)**

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

**3.18 DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**3.19 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**3.20 CEILINGS (OCT 2022)**

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://sftool.gov/greenprocurement/). The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

**3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

**3.22 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

**3.23 WINDOWS (OCT 2020)**

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All exterior window assemblies shall be weather resistant and watertight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

**3.24 PARTITIONS: GENERAL (OCT 2022)**

- A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.
- B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://SFTOOL.GOV/GREENPROCUREMENT/). The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

**3.25 PARTITIONS: PERMANENT (OCT 2022)**

- A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.
- B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting the applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://SFTOOL.GOV/GREENPROCUREMENT/). The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

**3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2022)**

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.
- F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria related to recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://SFTOOL.GOV/GREENPROCUREMENT/).

**3.27 WALL FINISHES – SHELL (SEP 2015)**

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

**3.28 PAINTING – SHELL (OCT 2022)**

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.
- C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://SFTOOL.GOV/GREENPROCUREMENT/).

**3.29 FLOORS AND FLOOR LOAD (OCT 2019)**

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

**3.30 FLOOR COVERING AND PERIMETERS – SHELL (OCT 2022)**

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

E. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

**3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

**3.32 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

**3.33 ELECTRICAL (OCT 2019)**

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.34 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED**

**3.35 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.36 DRINKING FOUNTAINS (OCT 2018)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2022)

A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.

C. Each restroom shall have water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms.

D. Restrooms must meet ABAAS requirements as stated under this Lease.

E. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2022)

A. For leases 10,000 RSF or greater, the specifications listed below apply to:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

B. Water closets must conform to EPA WaterSense or, alternatively, fixtures with equivalent flush volumes and performance requirements must be utilized.

C. Urinals must conform to EPA WaterSense or, alternatively, fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

D. Lavatory faucets must have a flow rate of 0.5 gallons per minute or less.

E. Pantry kitchen faucets must have a flow rate of 1.8 gallons per minute or less.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

**3.39 JANITOR CLOSETS (SEP 2015)**

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

**3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2022)**

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.

F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. The Lessor must track the type of refrigerant used in chillers and HVAC systems, and the date that the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Where practicable, the Lessor is encouraged to use a MERV 13 air filter or the highest-level filter that is compatible with the HVAC system. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at <HTTPS://WWW.EPA.GOV/GREEN-BOOK>.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

I. INTENTIONALLY DELETED

**3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)**

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)**

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

### 3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2022)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed to match the other luminaries in the Space as either ceiling grid or pendant mounted for an open-office plan. Newly installed lighting must use LED fixtures. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle, measured at the floor) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in workspaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling or wall mounted occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shut down the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels by a minimum of 50% during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

J. VIDEO SURVEILLANCE SYSTEM (VSS): Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

K. LIGHTING CONTROL: All lighting controls and programming for indoor and outdoor lighting shall comply with local energy codes.

**3.44 ACOUSTICAL REQUIREMENTS (OCT 2022)**

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.80. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.80.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices; NC 20 in conference and teleconference rooms; NC 40 in corridors, cafeterias, lobbies, restrooms, and other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

1. Conference Rooms: NIC 45
2. Teleconference Rooms: NIC 48
3. Private Offices: NIC 35 when sound masking is provided; NIC 40 if sound masking is not provided.

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**3.45 SECURITY FOR NEW CONSTRUCTION (OCT 2022) INTENTIONALLY DELETED**

**3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020) INTENTIONALLY DELETED**

**3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED**

**3.48 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED**

**3.49 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED**

**3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)**

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. For leases 10,000 RSF or greater:

i. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

ii. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

iii. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

iv. The Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

2. For leases less than 10,000 RSF, the Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

**3.51 SYSTEMS COMMISSIONING (OCT 2021)**

A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. In instances involving minimal improvements, recommissioning is required to ensure that the systems are operating properly. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor shall submit a written commissioning plan prior to completion of DIDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
2. A description of how commissioning requirements will be met and confirmed.

**3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)**

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

**3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)**

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (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. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

**3.54 DESIGN EXCELLENCE – LEASE (OCT 2016) INTENTIONALLY DELETED**

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## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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### 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2022)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

**Lessor Provided Blocking Plan:** The Lessor must submit to GSA, as part of the shell costs an initial blocking plan for review and comment by the Government based on the agency program of requirements and consultation with the Government within **ten (10) working days** of lease award. The Government shall have **ten (10) working days** to review each iteration of lessor provided blocking plan. The Lessor should anticipate at least two submissions of the blocking plan before receiving approval.

**A. Lessor-Provided Design Intent Drawings (DIDs):** The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **twenty (20) Working Days** following the Government **approved blocking plan**. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. These meetings may be held either in person or virtually, at the discretion of the Government. The Lessor should anticipate at least **two** submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within **ten (10) Working Days** of the Government's request.

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

Level 1 (included in Shell rent):

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

Level 2 DIDs (reimbursable):

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

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

**C. Government review and approval of Lessor-provided DIDs:** The Government must notify the Lessor of DID approval not later than **fifteen (15) Working Days following each submission** of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

**D. The Lessor's preparation and submission of construction documents (CDs):** The Lessor as part of the TI and BSAC must complete CDs conforming to the approved DIDs not later than **twenty (20) Working Days** following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **five (5) Working Days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies). **The Lessor should anticipate at least three submissions of the CDs. After the initial CDs are developed, the Lessor shall wait for the Government provided scope of work from OPR and OCIO in order to move forward to the next phase of construction drawings.**

**E. Government review of CDs:** The Government shall have **fifteen (15) Working Days** to review **each submission of the CDs** before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **twenty (20)** Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **twenty (20)** Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **thirty (30)** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **one hundred eighty (180)** Working days following issuance of NTP.

#### 4.02 CONSTRUCTION DOCUMENTS (OCT 2022)

The Lessor's CDs shall include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

#### 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2022)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement and BSAC Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified general contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed general contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed subcontractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential subcontractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all subcontractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

#### 4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (OCT 2022)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP). The BSAC price proposal shall use the fee rates specified in the "Tenant Improvement and BSAC Fee Schedule" paragraph of this Lease.

**4.05 GREEN LEASE SUBMITTALS (OCT 2021)**

The Lessor shall submit to the LCO:

- A. Product data sheets upon request for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. Reuse plan, in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease, if applicable.
- D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the T1 pricing submittal. The waiver request shall be based on the following exceptions:
  - 1. Product cannot be acquired competitively within a reasonable performance schedule.
  - 2. Product cannot be acquired that meets reasonable performance requirements.
  - 3. Product cannot be acquired at a reasonable price.
  - 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Submittal requirements as may be required by the "Construction Waste Management" paragraph in the Lease.
- G. Recycling service plan as may be required by the "Recycling" paragraph in the Lease.
- H. Signed statement as may be required by the "Indoor Air Quality During Construction" paragraph in the Lease.
- I. Written commissioning plan as may be required by the "Systems Commissioning" paragraph in the Lease.
- J. INTENTIONALLY DELETED
- K. INTENTIONALLY DELETED
- L. If renewable source power is purchased, documentation within 9 months of occupancy.

**4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2022)**

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **one (1)** Working Day of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **one (1)** Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have subcontractor representatives including its architects, engineers, general contractor and subcontractor's representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

**4.07 PROGRESS REPORTS (OCT 2020)**

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **twenty (20)** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings.

**4.08 CONSTRUCTION INSPECTIONS (SEP 2015)**

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

**4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)**

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other subcontractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

**4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)**

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

**4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

**4.12 AS-BUILT DRAWINGS (OCT 2021)**

Not later than **thirty (30)** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

**4.13 GSAR 552.270-15 LIQUIDATED DAMAGES (DEVIATION) (SEP 2022)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease, the Lessor shall pay the Government as fixed and agreed liquidated damages, one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

**4.14 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED**

**4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2022)**

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements and BSAC, if applicable, including, but not limited to:

1. Legal fees
2. Travel costs

3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI and BSAC amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI and BSAC, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI and BSAC buildout)
7. TI and BSAC proposal preparation costs
8. Lessor's labor costs related to the management of the TI and BSAC build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other subcontractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g., testing, estimating, resolving claims, or responding to inquiries).

#### 4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. This includes, but is not limited to, managing design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, requests for information (RFI), reuse plans, commissioning plans, and product data sheets. Licensing costs and access to the system are the responsibility of the Government.

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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

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### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. INTENTIONALLY DELETED

### 5.05 DOORS: SUITE ENTRY (OCT 2022)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://sftool.gov/greenprocurement/).

### 5.06 DOORS: INTERIOR (OCT 2022)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/](https://sftool.gov/greenprocurement/).

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

### 5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

**5.09 PARTITIONS: SUBDIVIDING (OCT 2022)**

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criteria (NIC) of no less than 35. The Government reserves the right to independently test these levels.
- B. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- C. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- D. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- E. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.
- F. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT). The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

**5.10 WALL FINISHES (OCT 2019)**

If the Government chooses to install a wall covering, the following specifications shall apply:

- A. Commercial grade, weighing not less than 13 ounces per square yard.
- B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

**5.11 PAINTING – TI (OCT 2022)**

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.
- B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and the **PAINT SECTION**.

**5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2022)**

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED
  1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation. See the sections on **CARPET**, **FLOOR COVERINGS (NON-CARPET)**, and **FLOOR TILES**. The Lessor shall use product with Environmental Product Declarations (EPDs) to the maximum extent practicable.
  2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
  3. Performance requirements for broadloom and modular tile:
    - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
    - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
    - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
    - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

**5.13 HEATING AND AIR CONDITIONING (JUN 2012)**

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

**5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

**5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

**5.17 DATA DISTRIBUTION (OCT 2020)**

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

**5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/subcontractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical subcontractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

**5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

**5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022)

A. The Government's normal hours of operations are established as 6:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and subcontractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES (OCT 2022)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020) INTENTIONALLY DELETED

### 6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/UCI](http://www.gsa.gov/UCI))

### 6.05 HEATING AND AIR CONDITIONING (OCT 2022)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

E. Normal HVAC systems' maintenance shall not disrupt tenant operations.

F. 150 ABOA SF of the Premises shall receive cooling at all times (24 hrs. a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as 2900 BTU per hour. The temperature of this room shall be maintained between 60 and 72 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

G. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:

1.HSDN Room (200 ABOA SF)

H. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

### 6.06 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or

other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

#### 6.07 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, windowsills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at <https://www.epa.gov/ipm/introduction-integrated-pest-management>.

#### 6.08 SELECTION OF CLEANING PRODUCTS (OCT 2022)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0).

#### 6.09 SELECTION OF PAPER PRODUCTS (OCT 2022)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory, environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/5/CLEANING-PRODUCTS/0)

**6.10 SNOW REMOVAL (OCT 2020)**

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures (e.g., more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

**6.11 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)**

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Upon request, copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

**6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)**

A. Paint wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **seven (7)** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
  - a. Backing or underlayment is exposed;
  - b. There are noticeable variations in surface color or texture;
  - c. It has curls, upturned edges, or other noticeable variations in texture;
  - d. Tiles are loose; or,
  - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **seven (7)** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

**6.13 ASBESTOS ABATEMENT (OCT 2021)**

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance is achieved.

**6.14 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

**6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine

access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) and subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### 6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### 6.17 LANDSCAPING (OCT 2022)

A. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, the Lessor shall use landscaping products that meet applicable, statutory, environmentally preferable criteria related to recycled content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL/GREENPROCUREMENT](https://sftool/greenprocurement) and the [LANDSCAPING PRODUCTS SECTION](#).

B. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for herbicides, fertilizers and pesticides; and
2. Composting/recycling all yard waste.

C. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, where technically feasible, cost-effective, and permitted by local laws and regulations, the Lessor shall utilize alternative sources of water for outdoor use, such as harvested water, treated wastewater, air handler condensate capture, gray water, or reclaimed water

D. INTENTIONALLY DELETED

#### 6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

**6.19 RECYCLING (OCT 2021)**

- A. For Leases 10,000 rentable SF or greater, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.
- B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
- C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.
- D. For leases 10,000 rentable SF or greater, the Lessor shall submit a Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.

**6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

**6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)**

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at [HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF](https://www.archives.gov/files/cui/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF)) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at [www.sam.gov](http://www.sam.gov), and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at [gsa-ir@gsa.gov](mailto:gsa-ir@gsa.gov). If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

**6.22 INDOOR AIR QUALITY (OCT 2019)**

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .
- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
  1. Making available information on Building operations and Lessor activities;
  2. Providing access to Space for assessment and testing, if required; and
  3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.
- G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

**6.23 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

**6.24 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

**6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.26 MOLD (OCT 2021)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 48 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in mold assessment. The Lessor shall promptly furnish the mold report to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

**6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

**6.28 FLAG DISPLAY (OCT 2016)**

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

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**SECTION 7    ADDITIONAL TERMS AND CONDITIONS**

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**7.01    SECURITY REQUIREMENTS (OCT 2021)**

The Lessor agrees to the requirements of Facility Security Level III attached to this Lease.

**7.02    MODIFIED LEASE PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this Lease:

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~~7.03    ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~  
INTENTIONALLY DELETED

~~7.04    DAILY OCCUPANCY DATA (OCT 2021)~~ INTENTIONALLY DELETED

~~7.05    PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED

~~7.06    SWING SPACE LEASE (OCT 2022)~~ INTENTIONALLY DELETED

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## SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL III

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THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

NOTE THAT ITEMS IDENTIFIED AS “SHELL \*” REPRESENT A LESSOR’S OBLIGATIONS OR THE GOVERNMENT’S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.

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**DEFINITIONS:** Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

**CRITICAL AREAS AND SYSTEMS-** The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as “limited access areas,” “restricted areas,” or “exclusionary zones.” Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

**DESIGN-BASIS THREAT –** The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor’s technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

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### I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

#### A. FACILITY ENTRANCES AND LOBBY

If the Space for this lease is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the

Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

### **1. LIMITING LOBBY QUEUING**

The Lessor and the Government shall minimize lobby queuing caused by screening, visitor processing, and access control systems.

### **2. PHYSICAL BOUNDARIES TO CONTROL ACCESS TO PUBLIC AND NON-PUBLIC AREAS**

The Government reserves the right to use signage, stanchions, counters, furniture, knee walls, or product-equivalents, as determined by the Government, to establish physical boundaries to control access to non-public areas. The Lessor shall post directional signs as appropriate.

### **3. MAGNETOMETERS AND X-RAYS AT PUBLIC ENTRANCES**

The Government shall establish a list of prohibited items, including potential weapons, that shall apply to all building tenants and visitors. Magnetometers and X-ray machines will be installed, tested (on a daily basis), and maintained by the Government at the public entrance(s). Armed security guards, provided by the Government, will direct the occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose in a manner to minimize queuing. This space shall be considered part of the lease common area and not ABOA square footage. The Government requires visitors to non-public areas to display a visitor's identification badge. If there are other non-Government tenants, the Lessor shall notify them of this requirement and assist those tenants in obtaining ID acceptable to the Government.

## **B. ADDITIONAL REQUIREMENTS**

### **1. EMPLOYEE AND VISITOR SIGN-IN/OUT AFTER HOURS**

The Lessor shall provide a system, acceptable to the Government, that after hour employees, contractors, and visitors to the Building shall be required to sign in and sign out either electronically or on a building register.

### **2. ACCOMMODATION OF RETAIL/MIX USE SPACE (SHELL)**

Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

## **C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS**

### **1. PUBLIC RESTROOMS ACCESS (SHELL)**

If required by the Government, the Lessor shall provide a means to control access to public restrooms within Government controlled Space.

**2. SECURING CRITICAL AREAS**

Areas designated as Critical Areas shall be locked using fully HSPD-12 compliant electronic access control equipment (see Intrusion Detection System (IDS) requirements). The Government shall have the right to monitor and limit access to these areas. Access shall be limited to authorized personnel, as determined by the Government.

**3. VISITOR ESCORT AND ID REQUIREMENTS**

The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

**4. SECURING COMMON BUILDING UTILITIES, SERVICE ROOMS, AND ACCESS TO ROOF**

The Lessor shall secure utility, mechanical, electrical telecommunication rooms, HVAC control panels, roof access points, and access to interior space from the roof with locks or Physical Access Control Systems (PACS), and as part of BSAC, monitor these areas with an Intrusion Detection System (IDS). Roof access should meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code, or IBC, current as of the award date of the lease.

**5. CRITICAL SYSTEM LOCATION**

Critical Systems (e.g., mechanical, electrical, utility rooms; HVAC vents; emergency generator) shall be located at least 25 feet from the Building loading docks, entrances, mailrooms, personnel and package screening locations, and uncontrolled parking areas, or, alternatively, as part of BSAC, Lessor shall protect critical Building system areas in accordance with the post-award DBT analysis by implementing sufficient standoff, hardening, and venting methods.

**6. RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS**

The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required. For measurement purposes, standoff shall be considered building support space and not ABOA.

**7. RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS**

The Lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required. For measurement purposes, standoff shall be considered building support space and not ABOA.

**II. INTERIOR (GOVERNMENT SPACE)****A. WEARING PHOTO ID IN GOVERNMENT SPACE**

The Lessor and his/her contractors shall be required to wear a photo ID to be visible at all times when in Government- controlled Space.

**B. SECURE EMPLOYEE ENTRANCE DOORS**

The Lessor shall provide a means to secure doors identified by Government as employee entrance doors. The Government may elect to post guards to verify ID badges via visual and physical inspection or electronic means before entry to Government occupied Space.

**C. LIMIT ON ENTRY POINTS (SHELL)**

The Government may elect to limit the number of entry points to the Building or to the Government occupied Space to the fewest number practicable.

**D. FORMAL KEY CONTROL PROGRAM (SHELL)**

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media if electronic media is used.

**E. ELECTRONIC ACCESS FOR EMPLOYEES**

The Lessor shall provide a PACS card reader for employee entry doors without a guard post (including after-hours access) in conjunction with Video Surveillance System (VSS) coverage.

**F. 552.270-34 ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021) (SHELL \* )**

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

**III. SITE AND EXTERIOR OF THE BUILDING****A. SIGNAGE****1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

**2. POSTING OF REGULATORY SIGNAGE (SHELL)**

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site-specific signage.

## **B. LANDSCAPING AND ENTRANCES**

### **1. CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)**

- a. The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates, and other barriers, where feasible and acceptable to the Government.
- b. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions. Landscaping shall not obstruct the views of security guards and VSS cameras or interfere with lighting or IDS equipment.

### **2. HAZMAT STORAGE**

Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking. As part of BSAC, Lessor shall monitor the HAZMAT storage area using IDS and/or VSS, and control access to these areas.

### **3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES**

Lessor shall position trash containers, mailboxes, FedEx-UPS boxes, donation/recycle containers, vending machines, or other fixtures and features that could conceal packages, briefcases, or other portable containers away from building exterior and entry points. Alternatively, as part of BSAC, the Lessor shall implement blast containment measures to mitigate an explosion in these areas. If blast containment measures are proposed, certification by a registered professional engineer is required that the equivalent mitigation capability is present.

### **4. VEHICLE BARRIERS**

In accordance with the post-award DBT analysis, the Lessor shall provide vehicle barriers to protect pedestrian entrances from penetration by a vehicle (e.g., concrete bollards, concrete planters, concrete retention walls). Minimum barrier height is 30 inches, and maximum clear spacing between vehicle barriers is 4 feet. The Lessor shall use barriers to ensure that vehicles cannot pass beyond the screening check point until cleared.

## **C. PARKING**

### **1. NUMBER OF PARKING ENTRANCES**

The number of parking entrances shall be limited to the minimum required for efficient operations or local code, (giving consideration to minimizing queuing). Entrances to parking areas shall be equipped with vehicle gates to control access to authorized vehicles (employee, screened visitor and approved Government vehicle). Gates controlling vehicles may include, but are not limited to, barriers (drop arm/wedge), garage style doors, and traditional chain link fences.

### **2. AUTHORIZED ACCESS TO PARKING (SHELL)**

Lessor shall limit parking and access to parking to employee vehicles, authorized visitor vehicles, approved government vehicles, and other authorized vehicles.

**3. VEHICLE SCREENING**

The Government may elect to screen all visitor vehicles (before entry into the controlled parking area) as prescribed by the Government. This screening shall include ID verification and visual inspection of the vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. VSS coverage of the screening area shall be provided by the Lessor (see VSS requirements).

**4. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS**

Where there is Government controlled parking the area shall be controlled by limiting pedestrian access to the controlled parking areas. Pedestrian and vehicle access points to all parking areas shall be monitored by VSS camera(s) at all times

**IV. SECURITY SYSTEMS****A. SECURITY SYSTEM TESTING AND MAINTENANCE CRITERIA:**

The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 72 hours. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

**B. VIDEO SURVEILLANCE SYSTEM****LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The Lessor shall design, install, and maintain a Video Surveillance System (VSS) system as described in this section. The VSS system will support the entry control system (at screening check points, personnel and vehicle entrances, exits, loading docks, and lobbies), with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the VSS shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. VSS system testing, and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The

Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See [https://www.acquisition.gov/far/part-52#FAR\\_52\\_204\\_25](https://www.acquisition.gov/far/part-52#FAR_52_204_25).

## **C. INTRUSION DETECTION SYSTEM**

### **LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and all ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact, including law enforcement (FPS and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.

## **D. DURESS ALARM**

### **LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The Lessor shall design, install, and maintain a duress alarm system as described below. The system will include, at a minimum, duress buttons or call buttons at security force posts and sensitive public contact areas, in garages, and other areas that are identified as high-risk locations. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Lease Contracting Officer. Components which fail or require

maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

## **E. SECURITY SYSTEMS DESIGN**

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and Physical Access Control Panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.

## **F. CENTRAL SECURITY CONTROL CENTER**

### **1. CENTRALIZED COMMUNICATIONS SYSTEM**

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall provide and maintain a communication system for security and emergency announcements. Communication may be achieved through public address systems, specially-designed phone systems, and computer-based mass delivery. This communication system should be utilized to provide emergency announcements, alerts and instructions to occupants. On site communication with guards (if applicable), designated response personnel and Occupant Emergency Plan (OEP) support employees is essential during an incident. Procedures for standard announcements and drills shall be developed. Standard announcements may be prerecorded into the Building communication system for immediate notification.

### **2. EMERGENCY POWER TO SECURITY SYSTEMS**

The Lessor, in consultation and coordination with a security provider (internal or external) and the agency designated security representative, shall provide uninterruptible emergency power to essential electronic security systems for a minimum of 4 hours. Uninterruptible power can be provided through the use of batteries, emergency generators, UPS, or a combination thereof to meet the requirements.

## V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH “SECURITY FOR NEW CONSTRUCTION”.

### A. WINDOWS

#### 1. SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall use either (1) preferred or acceptable glazing systems or (2) acceptable fragment retention film to reduce the glass fragmentation hazard. Preferred glazing systems include thermally tempered heat strengthened or annealed glass with a fragment retention film installed on the interior surface and attached to the frame, or laminated thermally tempered, laminated heat strengthened, or laminated annealed glass. Acceptable glazing systems include thermally tempered glass and thermally tempered, heat strengthened, or annealed glass with fragment retention film installed on the interior surface. Acceptable fragment retention film must meet or exceed the following physical properties:

- Shatter-resistant material shall not be less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied Space meeting the following properties –
- Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:
  - Yield Strength: 12,000 psi
  - Elongation at yield: 3%
  - Longitudinal Tensile strength: 22,000 psi
  - Traverse Tensile strength: 25,000 psi
  - Longitudinal Elongation at break: 90%
  - Traverse Elongation at break: 75%

#### 2. LOCK GROUND FLOOR WINDOWS

If a Government tenant occupies ground floor space in the Building, there shall be no operable windows. As part of BSAC, the Lessor shall monitor any operable windows via IDS.

#### 3. SECURE NON-WINDOW OPENINGS (SHELL)

The Lessor shall secure all non-window openings, such as, mechanical vents, utility entries, and exposed plenums to prevent forcible entry.

#### 4. PREVENT VISUAL OBSERVATION INTO EXTERIOR OFFICES (T.I.)

The Lessor shall provide blinds, curtains, or other window treatments in critical areas acceptable to the Government, that can be employed to prevent visual observation of that area when temporary conditions warrant.

## **B. BUILDING SYSTEMS**

### **1. EMERGENCY GENERATOR PROTECTION (T.I.)**

If an emergency generator is required by the Government, the Lessor shall locate it in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25 foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis, through a combination of standoff, hardening, and venting methods.

### **2. SECURING ON-SITE PUBLICLY ACCESSIBLE UTILITIES**

The Lessor shall secure the water supply handles, control mechanisms, and service connections at on-site publicly accessible locations with locks and anti-tamper devices.

### **3. SECURING AIR INTAKE GRILLES**

The Lessor shall secure accessible air intakes with fencing. Air intake grilles shall be secured with tamper switches connected to a central alarm monitoring station and monitored by VSS or other security force patrols.

### **4. HVAC SYSTEM FOR CHEMICAL, BIOLOGICAL AND RADIOLOGICAL (CBR) ATTACK-SUSCEPTIBLE AREAS**

The Lessor shall provide separate isolated HVAC systems in lobbies, loading docks, mail rooms and other locations as identified by a risk assessment as susceptible to CBR attack, to protect other building areas from possible contamination.

All exterior air handling units (AHUs), including the supply air for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 10 particulate filters. AHUs serving lobbies and mailroom, including the supply air stream for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 13 filters.

### **5. HVAC CONTROL**

As part of operating rates, all air handlers must be equipped with an emergency shut-off and exhaust system. Lessor must provide for controlling the movement of elevators, and the closing of applicable doors and dampers to seal the Building. Where shut-off is via a Building Automation System (BAS), the system configurations must be properly programmed, tested, and accessible at all necessary times.

## **VI. OPERATIONS AND ADMINISTRATION**

### **A. FACILITY SECURITY COMMITTEE (SHELL \*)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

**B. ACCESS TO BUILDING INFORMATION (SHELL \*)**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available to the Government in the event of an emergency.

**C. SECURITY PLANS AND LAYOUTS**

The Lessor shall secure and keep safe any security plans, construction and alteration plans and layouts. This shall be addressed in the construction security plan. The Lessor shall treat and safe keep any plans and specifications related to security measures as For Official Use Only (FOUO).

**D. CONSTRUCTION SECURITY PLAN (SHELL)**

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

**E. SCREENING OF MAIL AND PACKAGES**

Lessor shall provide space suitable for the Government to inspect and screen all mail and packages using X-ray at a loading dock, if present. If there is no loading dock, Lessor shall provide space at an existing screening location or at an alternative location in the Building acceptable to the Government. The screeners shall physically inspect items that cannot be passed through screening equipment before distribution to the Government agencies throughout the facility. This space shall be considered part of the lease common area and not ABOA square footage.

**F. SECURITY GUARD POSTINGS**

The Government may elect to post armed security guards at all screening checkpoints and at the entrances to Government-occupied Space.

**G. SECURITY GUARD PATROLS**

The Government may elect to provide interior and exterior roving guard patrols which may be conducted four times each day during normal business hours. The security guard force, provided by the U.S. Department of Homeland Security Federal Protection Service, will be armed and equipped with a centralized radio network with incident response dispatch capability from the on-site central security control center. The Lessor and the Government shall develop in coordination with the Government's Designated (security) Official, the security

guard response SOPs to alarms and incidents to ensure full coordination and cooperation between the on-site Lessor representative and the Government tenant(s).

## VII. CYBERSECURITY (SHELL \*)

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures in order to safeguard facilities and occupants:
1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
  2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
  3. Encourage vendors of BACS to secure these devices and software through the following:
    - a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
    - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
    - c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
    - d. Close unnecessary open ports to secure against unprivileged access.

- e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project ([https://www.owasp.org/index.php/Category:OWASP\\_Top\\_Ten\\_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project))).
- f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>
- g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
- h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
- i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
- j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.
- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security ([CIS](https://www.cisecurity.org/cis-benchmarks/)) benchmarks or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

## SOLICITATION PROVISIONS (Acquisition of Leasehold Interests in Real Property)

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### 1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and 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.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7) ) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

## 2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

## 3. PARTIES TO EXECUTE LEASE (APR 2015)

(a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

4. 52.233-2 - SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over the Simplified Lease Acquisition Threshold.)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

6. FLOOD PLAINS (JUN 2012)

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

7. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (JUL 2021)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that–

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

8. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

*This provision is incorporated by reference.*

**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

<b>CATEGORY</b>	<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
GENERAL	1	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	2	GSAR 552.270-11	SUCCESSORS BOUND
	3	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	GSAR 552.270-24	STATEMENT OF LEASE
	5	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	GSAR 552.270-26	NO WAIVER
	7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	8	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	10		DEFAULT BY LESSOR
	11	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	12	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	13	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	14	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	15	GSAR 552.270-12	ALTERATIONS
	16	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	GSAR 552.270-31	PROMPT PAYMENT
	19	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	25	FAR 52.223-6	DRUG-FREE WORKPLACE
	26	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

ADJUSTMENTS	27	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	30	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	31	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	32	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	FAR 52.233-1	DISPUTES
LABOR STANDARDS	34	FAR 52.222-26	EQUAL OPPORTUNITY
	35	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	46	FAR 52.204-2	SECURITY REQUIREMENTS
	47	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	48	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	49	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

	50	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	51	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
OTHER	52		INTENTIONALLY DELETED
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

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 (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

**2. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**4. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. GSAR 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)**

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

**8. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

#### 10. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

- (3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**11. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)**

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
  - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
  - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
    - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
    - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)**

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

**15. GSAR 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)**

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**17. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

*This clause is incorporated by reference.*

**18. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

**(a) Payment due date—**

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
  - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

**(b) Invoice and inspection requirements for payments other than rent.**

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the “Renegotiation Board Interest Rate,” and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
  - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
  - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**19. FAR 52.232-23**

**ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## 20. PAYMENT (SEP 2022)

- (a) When space is offered and accepted, the amount of ABOA square footage delivered will be confirmed by:
  - (1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.
- (c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

## 21. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

*This clause is incorporated by reference.*

## 22. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

## 23. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**24. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

(Applicable to leases over \$150,000 total contract value.)

*This clause is incorporated by reference.*

**25. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**26. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**

(Applicable to leases over \$6 Million total contract value.)

*This clause is incorporated by reference.*

**27. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**28. FAR 52.215-10                      PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

*This clause is incorporated by reference.*

**29. GSAR 552.270-13                      PROPOSALS FOR ADJUSTMENT (OCT 2016)**

*This clause is incorporated by reference.*

**30. GSAR 552.270-14                      CHANGES (SEP 2022) (DEVIATION)**

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
  - (1) An adjustment of the delivery date.
  - (2) An equitable adjustment in the rental rate.
  - (3) A lump sum equitable adjustment. or
  - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**31. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**32. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**33. FAR 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**34. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**

*This clause is incorporated by reference.*

**35. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**38. FAR 52.222-36****EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

**40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)**

(Applicable to leases over \$35,000 total contract value.)

*This clause is incorporated by reference.*

**41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)**

(Applicable if over \$2,000,000 total contract value.)

*This clause is incorporated by reference.*

**42. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**43. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020)**

(Applicable to leases over \$750,000 total contract value.)

*This clause is incorporated by reference.*

**44. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)**

(Applicable to leases over \$750,000 total contract value.)

*This clause is incorporated by reference.*

**45. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**

(Applicable if over \$30,000 total contract value.)

*This clause is incorporated by reference.*

**46. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)**

(Applicable when the contract may require access to classified information.)

*This clause is incorporated by reference.*

**47. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

*This clause is incorporated by reference.*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**48. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (JUL 2021)**

*This clause is incorporated by reference.*

**49. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

(a) *Definitions.* As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ( [44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**50. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**

*This clause is incorporated by reference.*

**51. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
  - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**52. INTENTIONALLY DELETED**

**53. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

*This clause is incorporated by reference.*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**PROPOSAL TO LEASE SPACE**

In Response to Request for Lease Proposals (RLP) Number →

**Exhibit F –  
RLP No. 1MD2241**

DATED

**SECTION I - DESCRIPTION OF PREMISES**

<b>1. BUILDING DESCRIPTION</b>	<b>a. Building Name</b>	<b>b. Building Street Address</b>			
<b>c. City</b>	<b>d. State</b>	<b>e. 9-Digit ZIP Code</b>		<b>f. Congressional District</b>	
<b>2a. FLOORS OFFERED</b>	<b>2b. TOTAL NUMBER OF FLOORS IN BUILDING</b>	<b>3. TOTAL RENTABLE SPACE IN OFFERED BUILDING</b>			
		<b>a. GENERAL PURPOSE (Office)</b> SF	<b>b. WAREHOUSE</b> SF	<b>c. OTHER</b> SF	
<b>4. LIVE FLOOR LOAD</b>  _____ Pounds per SF	<b>5. MEASUREMENT METHOD</b>  <input type="checkbox"/> ANSI/BOMA <input type="checkbox"/> OTHER	<b>6. YEAR OF LAST MAJOR RENOVATION (if applicable)</b>  _____	<b>7. BUILDING AGE</b>  _____	<b>8. SITE SIZE</b>  _____ SF _____ Acres	

**SECTION II - SPACE OFFERED AND RATES**

<b>9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)</b> _____	<b>10. RENTABLE SQUARE FEET (RSF)</b> _____	<b>11. COMMON AREA FACTOR (CAF)</b> _____
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"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the BSAC as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.

					Number of years each cost per square foot is in effect. State any changes for any rent component.	
	<b>a.</b>	<b>b.</b>	<b>c.</b>	<b>d.</b>	<b>e.</b>	<b>f.</b>
	BUILD-OUT COSTS PER CATEGORY	AMORTIZATION TERM	AMORTIZATION INTEREST RATE (%)	ANNUAL RENT \$ PER RSF	ANNUAL RENT \$ PER ABOA SF	NUMBER YEARS RATE IS EFFECTIVE
<b>12. TENANT IMPROVEMENTS (per RLP requirements)</b>	\$ _____			\$ _____	\$ _____	
<b>13. BSAC (per RLP requirements)</b>	\$ _____			\$ _____	\$ _____	
<b>14. SHELL BUILD-OUT (per RLP requirements)</b>	\$ _____					
<b>15. TOTAL BUILD-OUT COSTS</b>	\$ _____					
<b>16. SHELL RENT (Including real estate taxes. Refer to Line 28 on GSA Form 1217)</b>				\$ _____	\$ _____	_____
<b>17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)</b>				\$ _____	\$ _____	
<b>18. TOTAL RATE/SF</b>				\$ _____	\$ _____	
<b>19. TOTAL ANNUAL RENT</b>				\$ _____		
	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS
<b>20. STEP RENT (SHELL RATES)</b>	\$ _____/RSF	_____ Thru _____	\$ _____/RSF	_____ Thru _____	\$ _____/RSF	_____ Thru _____
	\$ _____/ABOA		\$ _____/ABOA		\$ _____/ABOA	

<b>21. PARKING</b>	<p>a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror: _____ Surface _____ Structured</p> <p>b. Number of parking spaces required by local code: _____ Surface _____ Structured</p> <p>c. Number of parking spaces for Employee/Visitor Use (per RLP): _____ Surface _____ Structured</p> <p>d. Number of parking spaces for Official Government Vehicles (per RLP): _____ Surface _____ Structured</p> <p>e. Does the rental rate offered above include RLP-required parking costs?                  YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, complete the following: Annual cost per space: \$ _____ Surface \$ _____ Structured</p>
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### SECTION III - LEASE TERMS AND CONDITIONS

22. INITIAL LEASE TERM (Full Term)			23. RENEWAL OPTIONS			
a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease	a. Shell Rate / RSF / Yr  \$ _____	b. Years Each	c. Number of Options	d. Number of Days Notice to Exercise Option:
24. OFFER GOOD UNTIL AWARD			25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.			
26. COMMISSIONS (If applicable), ATTACH COMMISSION AGREEMENT						
a. Tenant Representative Commission:  _____ %		b. Owner's Representative Commission:  _____ %		c. Schedule of Commission Payments:  _____ % at lease award and _____ % at lease occupancy		
27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*  *Block 27 fees only applicable for TI subject to post-award pricing.; N/A for turnkey pricing  a. Architectural/Engineering fees will be (choose one): <input type="checkbox"/> 1. \$ _____ per ABOA SF <input type="checkbox"/> 2. _____ % of Total TI construction costs <input type="checkbox"/> 3. \$ _____ flat fee  b. Lessor's Project Management Fee will be _____ percent of Total TI construction costs  c. If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.  <b>The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.</b>			28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE  Adjustment for Vacant Premises: \$ _____ per ABOA SF Adjustment for Reduced Services: \$ _____ per ABOA SF* *Only applies when Government requires extended services, such as 24/7 HVAC, beyond normal operating hours (check RLP/Lease for confirmation). Reflects reduction if Government no longer requires these extended services.  HVAC Overtime Rate: \$ _____ per hour per <input type="checkbox"/> zone <input type="checkbox"/> floor <input type="checkbox"/> space (choose one)  For rates based on a "per zone" basis, provide the following: Number of zones in offered Space: _____ Building's Normal Hours of HVAC Operation: Monday - Friday _____ AM to _____ PM Saturday _____ AM to _____ PM Sunday _____ AM to _____ PM  Percent of Government Occupancy: _____ % Current Year Taxes: \$ _____ Based on fully assessed value? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the offered space part of multiple tax bills or multiple buildings on a single tax parcel? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, provide tax ID numbers and SF for each. Attach the legal description of the offered property. If a site is offered, state the total land costs: \$ _____			
29. FREE RENT INCLUDED IN OFFER <input type="checkbox"/> 1. _____ months free rent (includes shell, operating, TI and BSAC rent) <input type="checkbox"/> 2. Other rental concessions structured as follows _____ <input type="checkbox"/> 3. None			30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See RLP requirements)			

31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER
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### SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

32. RECORDED OWNER					
a. Name	b. Address	c. City	d. State	e. ZIP + 4	f. Unique Entity Identifier (UEI)
33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS. <input type="checkbox"/> I have read the RLP with attachments in its entirety and am requesting no deviations.					
34. Offeror's Interest in Property <input type="checkbox"/> Owner <input type="checkbox"/> Agent <input type="checkbox"/> Other					
35. OFFEROR <input type="checkbox"/> Check if same as Recorded Owner					
a. Name	b. Address	c. City	d. State	e. ZIP + 4	
f. Title	g. E-Mail Address			h. Telephone Number	
i. Offeror's Signature					j. Date Signed

1

**Offeror's Interest in the Property:**

Fee owner  Other:

Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.

2

**Flood Plains:**

The Property is  in a base (100-year) flood plain  in a 500-year flood plain  not in a flood plain.

*(See RLP Section 2, Flood Plains.)*

3

**Seismic Safety: The Building**

RLP does not contain seismic requirements. No documentation required.

RLP contains seismic requirements. The Building

Fully meets seismic requirements or meets an exemption under the RLP

Does not meet seismic requirements, but will be retrofitted to meet seismic requirements

Will be constructed to meet seismic requirements

Will not meet seismic requirements

*(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.*

4

**Historic Preference: The Building is a**

Historic property within a historic district.

Non-historic developed site or non-historic undeveloped site within a historic district.

Historic property outside of a historic district.

None of the above.

*(See RLP Section 2, Historic Preference.) Attach appropriate documentation.*

5

**Asbestos-Containing Material (ACM): The Property**

Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.

Contains ACM not in a stable, solid matrix.

*(See RLP Section 2, Asbestos.)*

6

**Fire/Life Safety:**

The Property  Meets  Does not meet Lease fire/life safety standards.

*(See RLP Section 2, Fire Protection and Life Safety.)*

7

**Accessibility:**

The Property  Meets  Does not meet Lease accessibility standards.

*(See RLP Section 2, Accessibility.)*

8

**ENERGY STAR®: The Building**

Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): \_\_\_\_\_

Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and

Determined that none are cost effective.

Determined that the following are cost effective (Attach additional pages):

*(See RLP Section 2, Energy Independence and Security Act.)*

9

**Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.**

I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.

*(See RLP and Lease documents for more information)*

**LESSOR'S ANNUAL COST STATEMENT***Important - Read attached "Instructions"*

OMB Control Number: 3090-0086

Expiration Date: 12/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)		2. Statement Date
3. Rental Area (Square Feet)	3A. Entire Building	3B. Leased by Government
4. Building Name and Address (Number, Street, City, State, and Zip Code)		

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES  
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) Entire Building	(b) Government-Leased Area	
<b>A. CLEANING, JANITOR AND/OR CHAR SERVICE</b>			
5. Salaries			
6. Supplies (Wax, cleaners, cloths, etc.)			
7. Contract Services (Window washing, waste and snow removal)			
<b>B. HEATING</b>			
8. Salaries			
9. Fuel ("X" one) <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric			
10. System Maintenance and Repair			
<b>C. ELECTRICAL</b>			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair (Ballasts, Fixtures, etc.)			
<b>D. PLUMBING</b>			
15. Water (For all purposes) (Include Sewage Charges)			
16. Supplies (Soap, towels, tissues not in 6 above)			
17. System Maintenance and Repair			
<b>E. AIR CONDITIONING</b>			
18. Utilities (Include electricity, if not in C11)			
19. System Maintenance and Repair			
<b>F. ELEVATORS</b>			
20. Salaries (Operators, starters, etc.)			
21. System Maintenance and Repair			



## INSTRUCTIONS

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

### ITEM NUMBER

1. Enter the Government lease or Request for Lease Proposals (RLP) number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (*multiple tenancy basis*) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (*actual or proposed*) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor services areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include the vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
3. B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

### SECTION I

#### ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Request for Lease Proposals (RLP) and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

### SECTION II

#### ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
34. - 35. Complete Lessor certification.

## RELEASE

### FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6<sup>th</sup> floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6<sup>th</sup> floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

#### Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

## RELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6<sup>th</sup> floor of the building.

I. BUILDING ADDRESS			
Building Name:			
Building Address:			
City:			
State:			
9-Digit Zip Code:			
II. GENERAL BUILDING INFORMATION			
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:			
Floor			
Sq. Ft. Per Floor			
b. Identify the total number of floors in the building starting at the street floor:			
c. Identify the total number of floors in the building below the street floor:			
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:			
III. OTHER USES IN BUILDING (Check All That Apply)			
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail
			<input type="checkbox"/> Parking Garage
			<input type="checkbox"/> Other (list)
IV. AUTOMATIC FIRE SPRINKLER SYSTEM			
<b>Please Check YES, NO, or N/A to the following questions:</b>			<b>YES</b>
a. Is an automatic fire sprinkler system installed throughout the building?			<b>NO</b>
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?			<b>N/A</b>
V. FIRE ALARM SYSTEM			
<b>Please Check YES, NO, N/A to the following questions:</b>			<b>YES</b>
a. Is a fire alarm system installed in the building?			<b>NO</b>
b. Is an emergency voice/alarm communication system installed in the building?			<b>N/A</b>
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?			
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?			
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?			
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station?			
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?			

## RELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

### VI. EXIT SIGNS & EMERGENCY LIGHTING

Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?			
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?			
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?			

### VII. ELEVATORS

Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
Are elevators installed in the building?			
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?			
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?			

### VIII. ADDITIONAL INFORMATION

### OFFEROR'S STATEMENT

**I hereby attest that the above information is complete and accurate to the best of my knowledge.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**RELEASE**  
**FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING**  
**PART B**

*The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes a walk-through of the building and the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).*

**NOTES:**

- a. *The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
- b. *Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
- c. *Upon completion of Part B, the Offeror must sign and date the "Offeror's Statement of Correction."*
- d. *The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.*

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The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.
  - a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
  - b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
  - c. Identify the number of floors in the building (above and below grade).
  - d. Identify the approximate gross square footage per floor in the building.
  - e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
  - f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
  - g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.
2. Occupancy Classifications.
  - a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.
3. Building Construction.
  - a. Identify the building construction type.
4. Vertical Openings.
  - a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
  - b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.
5. Means of Egress.
  - a. Identify the number of enclosed exit stairs on each floor of the building.
  - b. For each exit stair, describe:
    - i. The clear width of each stair tread and location of measurement.
    - ii. The egress capacity of each exit stair.
    - iii. The location of where each exit stair discharges.
    - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.

## RELEASE

### FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

- v. Any penetrations into and openings through each exit stair enclosure assembly.
  - vi. Any headroom obstruction within each exit stair enclosure.
  - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
  - viii. The exit stair remoteness arrangement.
  - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
  - c. Identify and describe all exit doors that do not swing in the direction of exit travel.
  - d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
  - e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
  - f. Identify by location and describe any concern regarding the exit signage within the building.
  - g. Describe the building's emergency lighting system.
  - h. Identify and describe if emergency power is provided within the building.
  - i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.
6. Automatic Fire Suppression Systems.
- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
  - b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
  - c. Identify and describe any other fire suppression systems installed within the building.
  - d. Identify and describe the types of standpipes installed in the building.
  - e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
7. Fire Alarm System.
- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
  - b. Describe if the fire alarm system automatically notifies the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
  - c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
  - d. Describe if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
8. Elevators.
- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
  - b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
  - c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
  - d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

**RELEASE  
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING**

**STATEMENT OF FIRE PROTECTION ENGINEER**

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_ Phone #: \_\_\_\_\_ ( ) - \_\_\_\_\_  
 License Number: \_\_\_\_\_  
 Stamp Here: \_\_\_\_\_

**OFFEROR'S STATEMENT OF CORRECTION**

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

**NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_

**Offerors' Initial Representation:** Complete the representation below, sign and return to the LCO or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**Lessors' Representation:** Complete the annual representation below, sign and return to the ALCO or his/her designee via GSA's Real Estate Tax portal at [ret.gsa.gov](http://ret.gsa.gov), or subsequent portal.

**Novation Transferees' Representation:** Complete the representation below, sign and return to the ALCO or his/her designee along with other required novation documentation.

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

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) *Definitions.* As used in this clause—

*Financing* means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

*Foreign entity* means a:

- (i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- (ii) Government or governmental instrumentality that is not the United States Government.

*Foreign person* means an individual who is not:

- (i) A United States citizen; or
- (ii) An alien lawfully admitted for permanent residence in the United States.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it  does or  does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?:

Yes or  No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?:

Yes or  No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(d) *Highest-level owner.*

(1) The Offeror or Lessor represents that the immediate owner, if any,  is or  is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?:

Yes or  No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?:

Yes or  No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(e) *Financing entity.*

(1) The Offeror or Lessor represents that the financing  does or  does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing  does or  does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

Physical address	
Country	

(End of clause)

OFFEROR OR LESSOR NAME AND SIGNATURE	_____	_____
	Name	
	_____	Date
	Signature	

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## Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

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See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

*NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

## Disclosure of Contractor Access to Offeror's Proprietary Information

RE: Request for Lease Proposal (RLP) Number 1MD2241

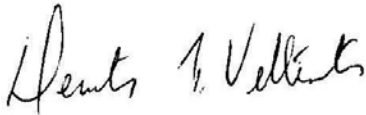
Dear Offeror:

In accordance with Federal Acquisition Regulation FAR 9.505-4, this letter is to inform you that Broker Contractor CBRE, Inc. is authorized under Contract No. 47PA0520D0008 to access proprietary information submitted with an offer for the lease acquisition solicitation referenced above.

The contractor agrees to protect all proprietary information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished.

Please, sign below to acknowledge receipt of this notice and send a copy to the contractor addressed as follows:

CBRE, Inc.  
Attn: Maria Kobe  
1861 International Drive  
McLean, VA 22102  
[Maria.Kobe@gsa.gov](mailto:Maria.Kobe@gsa.gov)



Demetra "Debbie" Veltsistas  
CBRE, Inc., Account Executive

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Acknowledgement:

I acknowledge receipt of the foregoing and understanding that the referenced contractor will have access to proprietary information relevant to the above identified solicitation, and that such information will not be used for any purpose other than that for which it is furnished.

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*Offeror Signature*

---

*Date*

---

*Print Offeror Name*

DATE

Name  
Address  
Address  
Address

Re: Request for Lease Proposal No. 1MD2241 (“RLP”)  
General Services Administration

Dear \_\_\_\_\_:

This letter, when signed by authorized representatives of both *[insert name of lessor/owner]* (Lessor) and CBRE, Inc. (Broker), will represent the Commission Agreement (“Agreement”) between Lessor and Broker with respect to Broker’s representation of the United States of America, acting by and through the General Services Administration (“Tenant”), concerning Tenant’s lease of office space in the building located at *[insert property address]* (“Property”) pursuant to the above-referenced RLP.

In the event that a lease agreement (“Lease”) is awarded to Lessor by Tenant for space in the above referenced Property, the commission shall be an agreed upon rate that is in accordance with local business practices. The commission, which Broker has determined is consistent with local business practices in this market and is agreed upon between Lessor and Broker, shall be equal to 4% for Years 1-5 and 2% for Years 6-13 of the “Aggregate Lease Value” (as defined below) for the initial non-cancelable term of this Lease.

The Commission shall be earned upon lease execution and is payable without further condition or contingency as follows:

- a. One-half (1/2) of the commission owed Broker when the Lease is awarded and
- b. The remaining amount upon the earlier of Tenant’s occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant on the Leased premises for the initial firm term of the Lease. Term and application of broker commission credit (Commission Credit) are defined in Paragraphs 1.02 and 1.14 of the RLP. The Aggregate Lease Value shall include:

- a. The initial full service rental to be paid by the Tenant on all space leased by the Tenant, including base rent, base operating costs, base real estate taxes, and amortization of any tenant improvement allowance, Building Specific Amortized Capital (BSAC) charges, routine disinfecting costs, and
- b. Any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value shall not include:

- a. Any rental abatement provided to Tenant pursuant to the Lease other than the Commission Credit (as defined below),
- b. Any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,
- c. Any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease, and
- d. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease.

In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment will be reflected in the second one – half (1/2) payment.

Lessor and Broker expressly recognize and agree that a portion of the Commission (the “Commission Credit”), to be specified at a later date, shall be applied to the benefit of Tenant in the Lease as a credit to shell rent as required in the RLP. The Aggregate Lease Value provided above shall be calculated before and without regard to the application of the Commission Credit.

Lessor and Broker each represents and warrants to the other that, in connection with Tenant’s Lease of the Leased Premises in the Property, it has not employed or dealt with any broker, agent or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.

Lessor and Broker agree not to disclose confidential financial information on commission and/or credits, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished.

Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker’s liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.

This Agreement contains the entire agreement between the parties with respect to the payment of a commission by the Lessor to the Broker and supersedes all prior agreements, negotiations and understandings between the Lessor and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect. This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Lessor and Broker relating to this Agreement or either party’s performance hereunder, the prevailing party shall be entitled to reasonable attorneys’ fees and costs.

Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Lessor in the space provided below and return an executed original of this letter to the undersigned.

Sincerely,

David Fields  
GSA AUTHORIZED REPRESENTATIVE  
CBRE, Inc.

AGREED AND ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

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**CB16-2026 Genesis GSA Strategic One LLC Real Estate**

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**From** joel hurewitz <[REDACTED]>  
**Date** Wed 2/4/2026 2:51 PM  
**To** Anderson, Isaiah <ianderson@howardcountymd.gov>

 4 attachments (1 MB)

Deed to Genesis GSA Strategic One LLC May 2023 \_.pdf; BMC Metropolitan Building Activity Report - September 2025\_.pdf; BMC Metropolitan Building Activity Report - August 2025 \_.pdf; 2023-Q2-Columbia-Office Lee & Associates \_.pdf;

**WARNING!!!**

This email originated from someone outside of Howard County  
**\*\*\*DO NOT CLICK LINKS OR OPEN ATTACHMENTS\*\*\***  
unless you recognize the sender and know for sure that the content is safe

Isaiah,

As discussed, attached please find real estate reports and the deed for Genesis GSA.

Joel Hurewitz

RETURN TO:  
CHICAGO TITLE INSURANCE COMPANY  
ONE SOUTH STREET, SUITE 1250  
BALTIMORE, MARYLAND 21202  
ATTENTION: INGRID CHICHESTER  
FILE NO. 202300239MD

5/22/2023 12:16 PM Csh 0028 Reg 0047  
T/Ref 0047130653 Grp 000001 R/Lne 000001  
Validation Number: 0047-159572  
Recordation Tax Amount: \$20,171.00  
Consideration Amount: \$4,022,200.00  
Transfer Tax Amount: \$50,277.50  
Consideration Amount: \$4,022,200.00  
Parcel Number: 1177400  
Doc Type: Deeds

**DEED**

**THIS DEED**, Made this 15 day of May, 2023, by and between **CHARLESTOWN INVESTMENTS, LLC**, a Maryland limited liability company, having an address of 30 Enclave Court, Annapolis, Maryland 21403 ("Grantor"), party of the first part, unto **GENESIS GSA STRATEGIC ONE, LLC**, a Michigan limited liability company, having an address of 8100 Macomb St., Gross Ile, MI 48138, ("Grantee"), party of the second part.

**WITNESSETH**, That in consideration of the sum of **FOUR MILLION TWENTY-TWO THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$4,022,200.00)**, the actual consideration paid and other good and valuable consideration, the receipt of which are hereby acknowledged, the Grantor does grant and convey to the Grantee, its successors and assigns, in fee simple, all that parcel of land situate in County of Howard, State of Maryland, and described as follows, that is to say:

**SEE LEGAL DESCRIPTION ATTACHED HERETO**

**BEING** the same property described in Deed dated June 16, 2006 and recorded among the Land Records of Howard County in Liber M.D.R. No. 10104, folio 79 from Merritt-MR, LLC, a Maryland limited liability company.

**BY** the execution of this Deed, the party of the first part hereby certifies under the penalties of perjury that the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, is as hereinbefore set forth.

**TOGETHER WITH** the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the described parcel of land and premises to the said party of the second part, her personal representatives, heirs and assigns, in fee simple.

**SUBJECT TO** all encumbrances and other matters of record.

**AND** the Grantor will warrant specially the property hereby granted; and that Grantor will execute such further assurances of the same as may be requisite.

**IN WITNESS WHEREOF**, Grantor has executed this Deed under seal on the day and year herein first written

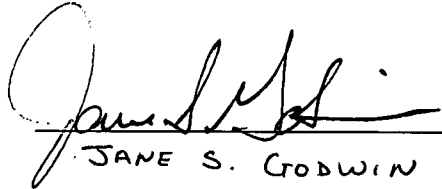
[SIGNATURES ON FOLLOWING PAGE]

LR - Deed (w Taxes)  
Recording only \$120.00  
Name: Genesis GSA  
Strategic One LLC  
Ref: 10  
LR - Deed (with Taxes)  
Surcharge 40.00  
LR - Deed State  
Transfer Tax 20,111.00  
SubTotal: 20,171.00  
Total: 20,286.00  
05/22/2023 12:55  
#10268524 C00503 -  
Howard Co E111cott  
CIV/CC05.03.03 -  
Register 03  
C013-010

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 21980 p.0012 MSA\_CE\_53\_21972. Date available 5/25/2023. Printed 2/1/2026.

20  
40  
00, III -  
TMM

WITNESS:

  
\_\_\_\_\_  
JANE S. GODWIN

CHARLESTOWN INVESTMENTS,  
LLC,  
a Maryland limited liability company

Cliffon (SEAL)  
Name: Clifton O. Wallace, Jr.  
Title: Authorized Member

STATE OF MD,  
CITY/COUNTY OF Baltimore City, to wit:

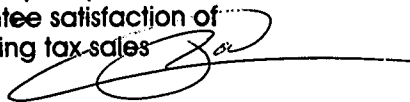
I HEREBY CERTIFY, That on this 11<sup>th</sup> day of May, 2023, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Clifton O. Wallace, Jr., as Authorized Member of Charlestown Investments, LLC, a Maryland limited liability company**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

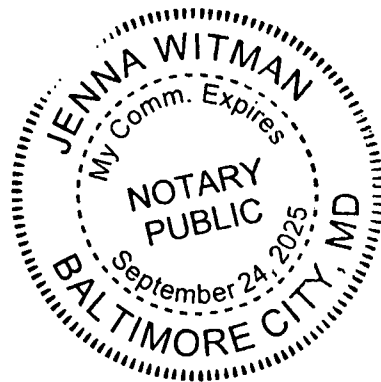
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: September 24, 2025

All Taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by 5/22/23 have been paid. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales





**EXHIBIT A**


BEING KNOWN AND DESIGNATED as Parcel A-1 as shown on the Plat entitled "The Meadows Corporate Park, Parcels A-1 thru A-4 ", which Plat is recorded among the Land Records of Howard County as Plat Nos. 18336, 18337 and 18338.

TOGETHER WITH the use in common with others of the private ingress and egress easement as set forth on the Plat entitled "The Meadows Corporate Park, Parcels A-1 thru A-4 ", which Plat is recorded among the Land Records of Howard County as Plat Nos. 18336, 18337 and 18338.

TAX ID NO.: 01-177400

**BEING** the same property described in Deed dated June 16, 2006 and recorded among the Land Records of Howard County in Liber M.D.R. No. 10104, folio 79 from **Merritt-MR, LLC, a Maryland limited liability company.**

The foregoing instrument was prepared by or under the supervision of the undersigned, a member in good standing of the Bar of the Court of Appeals of the State of Maryland.

  
Cynthia A. Berman

MARYLAND  
FORM  
WH-AR

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2023**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor Charlestown Investments, LLC

**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers).

6522 Meadowridge Road, Elkridge, Howard County, MD, 21075, Tax ID No. 01-177400

**3. Reasons for Exemption**

**Resident Status**  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

JANE S. GODWIN

Charlestown Investments, LLC

Name of Entity

By

Clifton O. Wallace, Jr.

May 15, 2023

Name

\*\*Date

Authorized Member

Title

\*\* Form must be dated to be valid.

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

State of Maryland Land and Trust Instrument Intake Sheet

Baltimore City  County: HOWARD

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only - All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

Type(s) of Instruments	<input type="checkbox"/> Check Box If Addendum Intake Form is Attached.)						
	[ 1 ] Deed		[ ] Mortgage		[ ] Other:		
Conveyance Type (Check Box)	<input type="checkbox"/> Improved Sale Arms-Length [1]		<input type="checkbox"/> Unimproved Sale Arms-Length [2]		<input type="checkbox"/> Multiple Accounts Arms-Length [3]		
	<input type="checkbox"/> Not an Arms-Length Sale [9]						
Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation						
	State Transfer						
	County Transfer						
Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
	Purchase Price/Consideration		\$4,022,200.00		Transfer and Recordation Tax Consideration		
	Any New Mortgage		\$4,022,200.00		Transfer Tax Consideration		
	Balance of Existing Mortgage				X ( ) % =		
	Other:				Less Exemption Amount -		
	Other:				Total Transfer Tax =		
	Full Cash Value				Recordation Tax Consideration		
Fees	Amount of Fees		Doc.1		Doc. 2		
	Recording Charge		\$20.00		\$75.00		
	Surcharge		\$40.00		\$40.00		
	State Recordation Tax		\$20,112.50		\$59,890.00		
	State Transfer Tax		\$20,111.00				
	County Transfer Tax		\$50,277.50				
	Other						
Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)	
	01	177400	10104/79				
	Subdivision Name		Lot 3(a)	Block(3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage(4)
	Location / Address of Property Being Conveyed (2)						
	6522 Meadowridge Road, Elkridge, MD 21075						
	Other Property Identifiers (if applicable)				Water Meter Account No.		
	Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/>		Fee simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:		
	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:				
	If Partial Conveyance, List Improvements Conveyed:						
	Transferred From	Doc.1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Names(s)		
CHARLESTOWN INVESTMENTS, LLC			GENESIS GSA STRATEGIC ONE, LLC				
Doc. 1 Owner(s) of Record, if different from Grantor(s)			Doc. 2 Owner(s) of Record, if different from Grantor(s)				
Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
	GENESIS GSA STRATEGIC ONE, LLC			JEFF WATERS, Trustee for GREAT PLAINS NATIONAL BANK			
	New Owner's (Grantee) Mailing Address						
Other Names to be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2-Additional Names to be Indexed (Optional)			
Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person	
	Name: INGRID CHICHESTER for ROBIN CAVEY					<input type="checkbox"/> Hold for Pickup	
	Firm: CHICAGO TITLE INSURANCE COMPANY					<input type="checkbox"/> Return Address Provided	
	Address: 1 SOUTH STREET, SUITE 1250, BALTIMORE, MD 21202						
Phone: 410-230-9568							
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
Assessment Information	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will the property being conveyed be the grantee's principal residence?				
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Does transfer include personal property? If yes, identify:				
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only - Do Not Write Below This Line							
<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole		<input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification	
Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:	
Year	20	20	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ.Cd.	
Total			Town Cd.	Ex.St.	Ex.Cd.		
REMARKS:							

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR-21980-p-0047-MSA-GE-59-21972-Date available 5/25/2023-Printed 2/1/2026

REPORT

# Regional Building Activity Report

September 2025



# Building Activity Report

September, 2025

**Table A. Region's Most Significant New Non-Residential Projects**

Amount	County/City	Location	Description	Owner Name
\$ 2,709,000	Howard	Clarksville	New 1-Sty Commercial Flex Bldg Shell	MP Business Park LLC
\$ 2,657,000	Howard	Columbia	New Granite Monument w Water Feature, Benches, Light, Flagpole, Underground Vault	Howard County Maryland
\$ 2,403,000	Howard	Clarksville	New 1-Sty Shell Bldg	MP Business Park LLC
\$ 2,244,000	Howard	Cooksville	New (3297) Grnd Mounted Solar Panels	Haylett Dale E Jr
\$ 2,000,000	Baltimore	Reisterstown/Owings Mills	New 3-Sty Self Storage Facility	
\$ 2,000,000	Baltimore	Edgemere	New 1-Sty Automotive Center	
\$ 1,500,000	Howard	Columbia	New Rstrnt w Remote Refuse Enclosure "Chick-Fil-A"	Snowden Holdings LLC
\$ 1,500,000	Howard	Cooksville	New 1-Sty Banquet Hall w Full Mech, Sprnklr Sys, Full Kitchen, Rstrms, Ofcs, Storage	Lisbon Volunteer Fire Company Inc
\$ 900,000	Anne Arundel	Pasadena/Lake Shore	New Storage Bldg	Gibson Island Corp
\$ 725,000	Carroll	Eldersburg	New 1-Sty Community Bldg	Schoolhouse Apartments LLC
\$ 600,000	Baltimore	Reisterstown/Owings Mills	New 2-Sty Self Storage Bldg	
\$ 581,000	Anne Arundel	Severna Park	New Field House and Concessions Bldg	Board Of Education
\$ 542,000	Anne Arundel	Glen Burnie	New Educational Bldg for Church	Faith Baptist Church
\$ 400,000	Harford	Edgewood/Joppa	New 2-Sty Ofc Bldg	608 Philadelphia LLC
\$ 324,000	Anne Arundel	Brooklyn Park/Linthicum	New Fuel Canopy	1199 Winterson Road LLC
\$ 322,000	Anne Arundel	Pasadena/Lake Shore	New Ofc Bldg	Gibson Island Corp
\$ 300,000	Anne Arundel	Brooklyn Park/Linthicum	New Fabric Storage Structure	Whiting-Turner Contracting Co
\$ 289,000	Anne Arundel	Brooklyn Park/Linthicum	New Convenience Store w Drive-Thru	1199 Winterson Road LLC

Source: Building Permit Data System at the Baltimore Metropolitan Council

**Table B. Region's Most Significant Non-Residential AAR Projects**

Amount	County/City	Location	Description	Owner Name
\$ 60,000,000	Howard	Elkridge	Int/Ext Alts "Northrop Gruman"	
\$ 10,000,000	Howard	Columbia	Int Reno: of Pavilion Bldg for 29 Patient Observation Beds, Support Space	Howard County General Hospital Inc
\$ 8,000,000	Howard	Elkridge	Alts: Imprv Detention Facility, Detainee Processing, Secured Waiting Rm, Support Rm	Genesis GSA Strategic One LLC
\$ 5,777,000	Baltimore	Randallstown	Grade for Stream Restoration	Baltimore County
\$ 4,220,000	Anne Arundel	Broadneck	Addtn, Int Alts	Severn School Inc
\$ 3,800,000	Howard	Clarksville	Int Reno: Suite 17-S510 / Bldg 17	JHU APL
\$ 3,609,000	Baltimore	Cockeysville/Timonium	SWM for Cockeysville Senior Center Parking Lot	
\$ 2,000,000	Anne Arundel	Marley Neck	RFTP Solar	Park Gambrills Cove Rd Owner LLC
\$ 1,630,000	Baltimore	Liberty/Lochearn	Int Alts: Fitout Maryland State Police on 2nd Flr	
\$ 1,500,000	Anne Arundel	Marley Neck	RFTP Solar	Park Gambrills Cove Rd Owner LLC
\$ 1,480,000	Baltimore	Edgemere	Int Alts: Add 3141 Sprnklr Heads	
\$ 1,400,000	Harford	Bel Air/Fallston	Int Alts: Fitout for Medical Ofc	
\$ 1,103,000	Anne Arundel	Broadneck	Addtn, Int/Ext Alts	Anne Arundel County
\$ 1,025,000	Anne Arundel	Brooklyn Park/Linthicum	Alts: Imprvmnts	Parkway Drive Investors LLC
\$ 1,000,000	Baltimore	Rosedale	Int Alts: Ofc	

Source: Building Permit Data System at the Baltimore Metropolitan Council

METROPOLITAN



# Building Activity Report

September, 2025

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**Produced by:**

**Baltimore Metropolitan Council**

Crystal McDermott

410.732.0500 ext. 1024

cmcdermott@baltometro.org

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For historic reports (1974-present), subscription to the online building permit database and any comments or questions about this report may be directed to Crystal McDermott at 410.732.0500 ext. 1024.

*The preparation of this document has been financed through funds provided by the U.S. Department of Transportation, (the Federal Highway Administration, and the Federal Transit Administration) with matching shares provided by the Maryland Department of Transportation and the Baltimore Metropolitan Council.*

*The Baltimore Regional Transportation Board operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, and other applicable laws.*

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1500 Whetstone Way | Suite 300 | Baltimore, MD, 21230 | T (410) 732-0500 F (410) 732-8248 W [baltometro.org](http://baltometro.org)

REPORT

# Regional Building Activity Report

August 2025



# Building Activity Report

August, 2025

**Table A. Region's Most Significant New Non-Residential Projects**

Amount	County/City	Location	Description	Owner Name
\$ 19,525,000	Anne Arundel	Odenton	New Shell Bldg	Baldwin Investors
\$ 15,326,000	Anne Arundel	Odenton	New Shell Bldg	Baldwin Investors
\$ 8,071,000	Baltimore	Edgemere	New Foundation for Future Industrial Bldg "St Marys Cement"	
\$ 2,100,000	Anne Arundel	Brooklyn Park/Linthicum	New Shell Bldg	1709 1713 Nursery LLC
\$ 1,945,000	Anne Arundel	Glen Burnie	New Concession Bldg	Board Of Education
\$ 1,490,000	Anne Arundel	Crofton	New Shell Bldg	Waugh Chapel R&D South LLC
\$ 375,000	Baltimore	North Point	New 1-Sty Retail Store	
\$ 279,000	Anne Arundel	Davidsonville/Harwood	New Convenience Store	Katski/Katski Partnership

Source: Building Permit Data System at the Baltimore Metropolitan Council

**Table B. Region's Most Significant Non-Residential AAR Projects**

Amount	County/City	Location	Description	Owner Name
\$ 60,000,000	Howard	Elkridge	Int/Ext Alts "Northrop Gruman"	
\$ 10,000,000	Howard	Columbia	Int Reno: 1st Flr of Pavilion Bldg for 29 Patient Observation Beds, Support Space	Howard County General Hospital Inc
\$ 8,000,000	Howard	Elkridge	Alts: Imprv Detention Facility, Detainee Processing, Secured Waiting Area, Support Area	Genesis GSA Strategic One Llc
\$ 5,777,000	Baltimore	Randallstown	Grade for Stream Restoration	Baltimore County
\$ 4,220,000	Anne Arundel	Broadneck	Addtn, Int Alts	Severn School Inc
\$ 3,800,000	Howard	Clarksville	Int Reno: Suite 17-S510 / Bldg 17	JHU APL
\$ 3,609,000	Baltimore	Cockeysville/Timonium	SWM for Cockeysville Senior Center Parking Lot	
\$ 2,000,000	Anne Arundel	Marley Neck	Rftp Solar	Park Gambrills Cove Rd Owner Llc
\$ 1,630,000	Baltimore	Liberty/Lochearn	Int Alts: Fitout Maryland State Police on 2nd Flr	
\$ 1,500,000	Anne Arundel	Marley Neck	Rftp Solar	Park Gambrills Cove Rd Owner Llc
\$ 1,480,000	Baltimore	Edgemere	Int Alts: Add 3141 Sprnklr Heads	
\$ 1,400,000	Harford	Bel Air/Fallston	Int Alts: Fitout for Medical Ofc	
\$ 1,103,000	Anne Arundel	Broadneck	Addtn, Int/Ext Alts	Anne Arundel County
\$ 1,025,000	Anne Arundel	Brooklyn Park/Linthicum	Alts: Imprvmnts	Parkway Drive Investors Llc
\$ 1,000,000	Baltimore	Rosedale	Int Alts: Ofc	
\$ 765,000	Queen Anne's	Grasonville-Queenstown	Int Reno: 1st Flr of Dorchester Bldg	Benjamin Dealy
\$ 750,000	Anne Arundel	Glen Burnie	Alts: Imprvmnt	Harundale Tei Investors Llc Etal
\$ 750,000	Anne Arundel	Broadneck	Alts	Anne Arundel Community College
\$ 750,000	Baltimore	Middle River	Addtn: Covrd Storage Area 'Carter Machinery'	

Source: Building Permit Data System at the Baltimore Metropolitan Council

METROPOLITAN



# Building Activity Report

August, 2025

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**Produced by:**

**Baltimore Metropolitan Council**

Crystal McDermott

410.732.0500 ext. 1024

[cmcdermott@baltometro.org](mailto:cmcdermott@baltometro.org)

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For historic reports (1974-present), subscription to the online building permit database and any comments or questions about this report may be directed to Crystal McDermott at 410.732.0500 ext. 1024.

*The preparation of this document has been financed through funds provided by the U.S. Department of Transportation, (the Federal Highway Administration, and the Federal Transit Administration) with matching shares provided by the Maryland Department of Transportation and the Baltimore Metropolitan Council.*

*The Baltimore Regional Transportation Board operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, and other applicable laws.*

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1500 Whetstone Way | Suite 300 | Baltimore, MD, 21230 | T (410) 732-0500 F (410) 732-8248 W [baltometro.org](http://baltometro.org)

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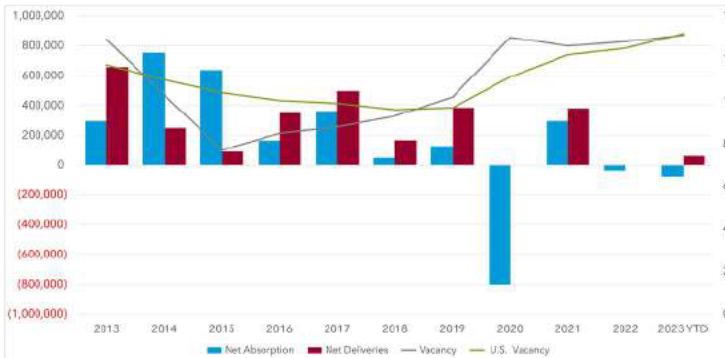
### OFFICE MARKET OVERVIEW

BILL HARRISON, *Senior Vice President*

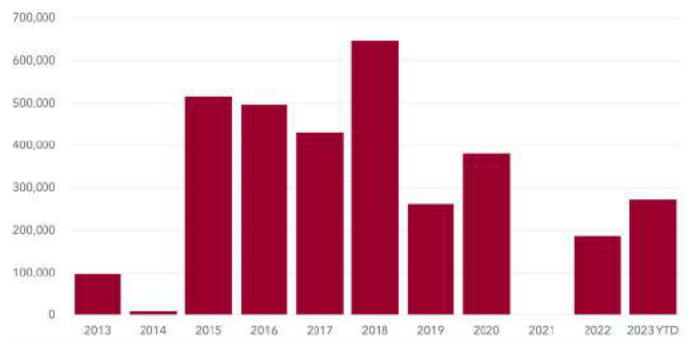
As we hit the halfway point of the year, it is time to examine some of the details of Q2. Direct net absorption for Q2 was a positive 9,608 SF with the vacancy rate decreasing slightly to 12.9% versus the 13% level seen in Q1 2023. There were several notable office leases completed in the quarter - 9055 Guilford Road, 6522 Meadowridge Road, and 7090 Samuel Morse Drive. Asking rates decreased slightly to \$25.47 from \$25.53 in Q1 2023. Medical and government related tenants continue to be strong prospects in the market compared to generic office users.

MARKET INDICATORS	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022
▲ Net Absorption SF	9,608	(45,333)	(24,372)	111,107	(48,897)
▼ Vacancy Rate	12.9%	13.0%	12.8%	12.7%	13.2%
▼ Avg NNN Asking Rate PSF	\$25.47	\$25.53	\$25.43	\$25.25	\$26.47
◀▶ SF Under Construction	273,200	273,200	187,200	100,000	70,000
▲ Inventory SF	22,855,584	22,795,584	22,795,584	22,795,584	22,795,584

NET ABSORPTION, NET DELIVERIES, & VACANCY



UNDER CONSTRUCTION



TOP SALE TRANSACTIONS BY SF	SIZE	SALE PRICE	BUYER / SELLER	BUILDING CLASS
6522 Meadowridge Road Elkridge, MD	30,450 SF	\$4,022,200 \$132.09 PSF	Genesis GSA Strategic One LLC Firestone Consulting	Class B
9011 Chevrolet Drive Ellicott City, MD	19,259 SF	\$3,250,000 \$168.75 PSF	Kenwood Management Company KMS Associates LLC	Class C
13976 Laurel Lakes Ave- 2nd Floor Laurel, MD	4,915 SF	\$800,000 \$162.77 PSF	Burgos & Associates, Inc. Laurel Children's Clinic	Class B

TOP LEASE TRANSACTIONS BY SF	SIZE	LANDLORD	TENANT	TENANT INDUSTRY
9055 Guilford Road Columbia, MD	76,303 SF	Adler Real Estate Partners	Johns Hopkins Applied Physics Lab	Defense Contractor
6522 Meadowridge Road Elkridge, MD	30,450 SF	Genesis GSA Strategic One LLC	GSA Immigration and Customs Enforcement	Public Administration
7090 Samuel Morse Drive Columbia, MD	15,191 SF	Abrams Development Group	Howard County	Public Administration

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The information provided herein, including any sale or lease terms, is being provided subject to errors, omissions, changes of price or conditions, prior sale or lease, and withdrawal without notice. Third-party data sources: CoStar Group, Inc., The Economist, U.S. Bureau of Economic Analysis, U.S. Bureau of Labor Statistics, Congressional Budget Office, European Central Bank, GlobeSt.com, CoStar Property, and Lee & Associates Proprietary Data. ©

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 Outlook

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**CB172-2026 County Executive – Immigration Enforcement – Guidance – Emergency Act**

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From joel hurewitz <[REDACTED]>  
Date Wed 2/4/2026 12:54 PM  
To Anderson, Isaiah <ianderson@howardcountymd.gov>

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Isaiah,

Here is link to HCPD GENERAL ORDER OPS-10 FOREIGN NATIONALS

<https://public.powerdms.com/HOWARDPD/documents/1112495>

Joel Hurewitz



HOWARD COUNTY DEPARTMENT OF POLICE

## **GENERAL ORDER OPS-10 FOREIGN NATIONALS**

EFFECTIVE MAY 12, 2017

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This General Order contains the following numbered sections:

- I. POLICY
- II. GENERAL PRINCIPLES
- III. DEFINITIONS
- IV. FOREIGN NATIONAL VICTIMS AND WITNESSES
- V. NCIC RESPONSES
- VI. ARREST PROCEDURES
- VII. CONTACTS INVOLVING DIPLOMATS
- VIII. REPORTING REQUIREMENTS

### **I. POLICY**

It is the policy of the Howard County Police Department (HCPD) to treat all individuals with respect, compassion, and courtesy, regardless of citizenship or immigration status.

### **II. GENERAL PRINCIPLES**

- A. HCPD officers have no statutory authority to enforce civil violations of federal immigration laws. Criminal investigations or enforcement shall never be initiated based solely upon an individual's citizenship or immigration status.
- B. Officers shall not ask about immigration status except in rare circumstances such as the investigation of suspected criminal activity including, but not limited to, human trafficking, terrorist activity, and gang violence.
- C. Officers may offer foreign nationals referral to services, including, but not limited to, T or U visa information, language services, appropriate community organizations, assisting with consular contacts, etc.
- D. HCPD officers may be assigned to federal task forces and are permitted to assist with investigations when the primary focus of the task force or investigation does not involve the enforcement of federal civil immigration violations. Task forces may include, but are not limited to, human trafficking, terrorist acts, narcotics, child pornography, money laundering, hate crimes, etc.
- E. HCPD officers may respond to requests for assistance or remain on the scene of any federal warrant service or investigation to assist with officer or public safety or scene security.
- F. HCPD officers shall not confiscate Permanent Resident Cards/Documents (aka "green cards"), Employment Authorization Cards, or any other residency status, citizenship, or immigration documents unless the officer has reason to believe the documents are altered or counterfeit with fraudulent intent, indicative of a violation of applicable statutes involving the possession of fraudulent government identification documents (CR 8-303 of the Maryland Annotated Code).

III. **DEFINITIONS**

A. Civil Immigration Order/Detainer/Warrant

An administrative order or warrant issued by an immigration official for suspected civil violations of the immigration law, i.e. visa violations, illegal entry, or unauthorized arrival, and those subject to deportation and removal.

HCPD officers do not have the legal authority to enforce civil violations of immigration law.

B. Criminal Warrant

A judicial order signed by a judge or magistrate that authorizes a law enforcement officer to take a person into custody.

C. Deported Felon

An individual who has been officially deported after conviction of an aggravated felony as defined in 8 USC 1101(a)(43).

D. Diplomat

An official appointed by a national government to represent that country abroad.

E. Diplomatic Immunity

A principle of international law by which certain foreign government officials are not subject to the jurisdiction of local courts and other authorities for both their official and, to a large extent, their personal activities. ("Diplomatic and Consular Immunity: Guidance for Law Enforcement and Judicial Authorities," U.S. Department of State Office of Foreign Missions, June 2015)

F. Foreign National

A person who is not a citizen of the country in which they are living.

G. Immigration and Customs Enforcement (ICE)

The federal agency charged with enforcing federal laws governing border control, trade, and immigration to promote homeland security and public safety. ICE consists of three directorates: Homeland Security Investigations (HSI); Enforcement and Removal Operations (ERO); and Management and Administration (M&A).

H. Immigration Violator File (IVF)

1. A file within the National Crime Information Center (NCIC) that contains records on deported felons, aliens with outstanding administrative warrants of removal, and absconders.
  - a. The Deported Felon category contains records for previously deported felons convicted and deported for drug trafficking, firearms trafficking, or other aggravated felonies as defined in 8 USC 1101(a)(43) (criminal violation – enforceable by HCPD).
  - b. The Absconder category contains records for individuals with outstanding administrative warrants of removal from the United States who have unlawfully remained (civil immigration violations – not enforceable by HCPD).

2. An Immigration Violator File response includes guidance to the local law enforcement agency on handling the response.

I. T Visa / U Visa

Types of nonimmigrant visas issued to victims of certain crimes and their immediate family members who have qualified under federal law and are willing to assist law enforcement and government officials in the investigation and/or prosecution of the criminal activity.

J. Vienna Convention on Consular Relations of 1963

An international treaty that defines the framework for consular relations between independent states. Article 36 of the Convention states that foreign nationals who are arrested or detained must be given notice without delay of their right to have their embassy or consulate notified of that arrest.

1. Mandatory notification countries: Notification must be made to the consular offices of these countries when a national of the country is arrested or detained. Notification must be made regardless of the individual's request to do so or not.
2. Non-mandatory notification countries: Any country not on the list of mandatory notification countries. Nationals of these countries may request notification be made to their consular officers.

**IV. FOREIGN NATIONAL VICTIMS AND WITNESSES**

- A. All victims and witnesses shall be afforded the rights and services outlined in General Order OPS-24, Victim Assistance, regardless of citizenship or immigration status.
- B. Individuals will be provided with the Howard County Police Department Guide for Victims and Witnesses.
- C. The HCPD is committed to assisting qualifying applicants in the completion of the T or U visa application process. Detailed information on the T or U visa process and required federal forms are available from the U.S. Department of Citizenship and Immigration Service at [www.uscis.gov](http://www.uscis.gov). Any request to prepare federal form I-918 or I-914, as applicable, shall be forwarded to the Records Section for processing.

**V. NCIC RESPONSES**

If during an officer's routine computer check one of the following alerts is received through METERS/NCIC, officers shall proceed as follows:

- A. If an individual is wanted on an outstanding criminal arrest warrant, the officer shall confirm the warrant and proceed in accordance with General Oder OPS-04, Arrest Procedures.
- B. If the officer is alerted to contact the Law Enforcement Support Center (LESC), he shall make contact to determine or confirm the nature of the alert.
- C. Individuals shall not be detained any longer than is necessary to complete the initial contact or stop for which the officer has jurisdiction.
- D. Officers are prohibited from detaining an individual based solely on an immigration civil detainer or administrative order or warrant.

- E. If an individual is listed in the Immigration Violator File (IVF) as a deported felon and ICE confirms the status, the officer shall make a warrantless felony arrest pursuant to the authority of 8 U.S.C. 1252c and transport the individual to Central Booking for processing.

**VI. ARREST PROCEDURES**

- A. When an individual is physically arrested, officers will follow the procedures and protocols outlined in OPS-04, Arrest Procedures.
- B. After transport of the arrestee to the Central Booking Facility, the officer shall complete an arrest report. If ICE has confirmed the arrestee as a deported felon, the officer shall complete a Detainee Alert Form (HCPD Form 1251).
- C. Citizens of countries other than the United States who are under arrest may have certain protections afforded to them via international treaties, in particular the Vienna Convention. HCPD officers shall:
  - 1. Attempt to determine the individual's country of citizenship. In the absence of other information, assume this is the country displayed on the passport or other identification presented. This information will be placed on the arrest sheet.
  - 2. When an arrestee is transported to the Detention Center, consular notification, when required or requested, will be made by the Detention Center. Officers shall ensure the Detention Center is aware of the arrestee's country of citizenship, if known.
  - 3. If the arrestee is released via discretionary release or RWOP, the officer or his supervisor shall make the consular notification, when required or requested, before the end of the shift.
    - a. Consistent with U.S. Department of State guidelines (Appendix A):<sup>1</sup>
      - i. If the individual's country is on the list for mandatory notification available on the Department of State's Bureau of Consular Affairs website, officers shall (<https://travel.state.gov/content/travel/en/consularnotification.html>):
        - a) Notify the country's nearest embassy or consulate of the arrest or detention.
        - b) Advise the individual that notification is being made and they may communicate with the consulate.
        - c) Forward any communication from the individual to the consulate without delay.
      - ii. If the individual's country is NOT on the list for mandatory notification, officers shall:
        - a) Inform the individual that they may have their consulate notified and may communicate with them.
        - b) If the individual requests that the consulate be notified, notify the country's nearest embassy or consulate without delay.

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<sup>1</sup> CALEA 1.1.4

- c) Forward any communication from the individual to the consulate without delay.

- 4. All contacts and actions shall be documented in the incident report.

**VII. CONTACTS INVOLVING DIPLOMATS**

A. Foreign diplomats may be entitled to immunity from arrest and prosecution in the United States. There are limitations on what law enforcement officers may do when encountering a diplomat. The categories of personnel entitled to immunity, including diplomats, their family members, and staff, and the privileges associated with the levels of immunity, may be found in the *"Diplomatic and Consular Immunity: Guidance for Law Enforcement and Judicial Authorities"* handbook (U.S. Department of State, Office of Foreign Missions).

- 1. Diplomatic or consular officers may be detained for a reasonable amount of time to verify diplomatic status. To verify the status of a diplomat, contact the Office of Foreign Missions at 202-895-3500 or the Bureau of Diplomatic Security at 202-895-3600.
- 2. All serious infractions involving persons with diplomatic status will be documented in an Incident Report. A copy of the report will be forwarded to the United States Department of State through the Chief of Police.
- 3. If an individual is entitled to diplomatic immunity they may not be handcuffed except when they pose an immediate threat to themselves or others.
- 4. The property of a person covered by full immunity, including a vehicle, may not be searched or seized. Vehicles may not be impounded but may be towed the distance necessary to remove them from obstructing traffic or endangering public safety.
  - a. If a diplomat's vehicle is suspected of being stolen or used in the commission of a crime, the occupants may be required to present vehicle documentation to permit police verification of the vehicle's status through a computer check.
  - b. If the vehicle is verified to have been stolen or to have been used by unauthorized persons in the commission of a crime, it may be searched.

B. Traffic Stops Involving Diplomats<sup>2</sup>

- 1. When a driver is stopped for a moving traffic violation and has proper and valid identification indicating their diplomatic status, the officer may issue the appropriate traffic citation or warning as issuance of a citation does not constitute an arrest or detention.
- 2. A diplomat does not have to sign a citation requiring signature and cannot be arrested for refusal to sign or accept the citation. A copy of the citation and any other documentation should be forwarded to the U.S. Department of State through the Chief of Police as soon as possible.
- 3. In the event of suspected DWI or DUI, a field sobriety test should be offered and documented; however, the taking of the test may not be compelled.
  - a. The individual shall not be permitted to continue to drive.

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<sup>2</sup> CALEA 61.1.3d

- b. The officer may, with the individual's permission, take them to the police station or another location where they may recover sufficiently to drive; may contact or allow the individual to contact another person to drive; or may contact or allow the individual to contact a taxi or car service to provide transportation.

**VIII. REPORTING REQUIREMENTS**

When completing any written report, officers shall document all contacts with ICE, the U.S. Department of State, and foreign consular officials.

AUTHORITY:



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Gary L. Gardner  
Chief of Police

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## ICE facility near completion in Ho Co

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From john slater <[REDACTED]>  
Date Mon 2/2/2026 12:11 PM  
To CouncilMail <CouncilMail@howardcountymd.gov>

### WARNING!!!

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> Dear Councilmember Walsh,

> My name is John Slater and I am a resident at [REDACTED]

> I am writing to urge you to advance the emergency legislation being introduced Feb 2, 2026 by County Executive Calvin Ball to a bill and to vote in favor of it, banning privately owned detention centers in Howard County.

>

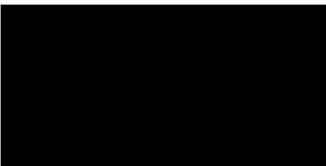
> Privately run detention facilities associated with ICE raise serious concerns regarding oversight, human rights, and community safety—concerns that do not align with Howard County's long-standing values of fairness, transparency, and inclusion.

>

> Thank you for your leadership and for your consideration of this important issue. I appreciate your support and will be following the bill closely.

>

John Slater



---

**Regarding the introduction of County Executive Ball's emergency legislation**

---

**From** jumble <[REDACTED]>  
**Date** Sun 2/1/2026 10:29 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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To whom it may concern,

I wish to emphatically encourage prompt and thorough consideration of the County Executive's proposed legislation regarding restriction of private detention facilities. The lowest bidder should not dictate what care the most vulnerable in our society receive. The existence of such facilities elsewhere in the country or state is unconscionable. To allow them to stand unquestioned in our county would be unbearable.

Sincerely,  
John Umble  
[REDACTED]

## Tonight's meeting

---

**From** Joshua Townshend <[REDACTED]>  
**Date** Mon 2/2/2026 3:40 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Very much in favor of Calvin's proposed legislation to deter procurement of property for private detention facilities. Unable to attend but please support our community in getting this passed.

Best

Josh Townshend

Sent from my iPhone

**Re: Emergency Bill**

---

**From** Kali Smith <[REDACTED]>  
**Date** Mon 2/2/2026 7:24 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Mr. Ball,

I am unable to make the hearing on Wednesday but I want my voice as your constituent to be heard.

I support your bill. I support blocking ICE from anything in Howard County. I support blocking ICE from anything in Maryland. I support blocking ICE from anything in America. ICE OUT.

I support your bill. No more ICE!

Thank you.

---

**VOTE YES on Bill to BLOCK ICE detention center in HoCo**

---

**From** Karen B. Estrada <[REDACTED]>

**Date** Mon 2/2/2026 4:00 PM

**To** CouncilMail <CouncilMail@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>

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Dear Council,

I am writing to voice my unwavering support for your emergency legislation to block ICE from opening a detention center in Elkridge. This kind of place deserves no home in our county. Any legislation the council can put forth to limit ICE's capabilities here and protect the people of Howard County is appreciated.

Thank you for what you can do to protect your constituents.

Sincerely,

Karen B. Estrada  
[REDACTED]

---

**No private prisons in Howard County**

---

**From** Karen Emmerich <[REDACTED]>  
**Date** Mon 2/2/2026 7:42 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

**WARNING!!!**

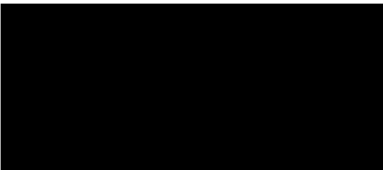
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Good Morning,

I am writing to support Calvin Ball's emergency legislation to restrict private detention centers in our county. Please vote to support this legislation. Our community must be safe from the roving ICE raids on innocent black and brown people. We must stand up to the fascists in Washington.

Thank you,

Karen Emmerich



## Prevent Inhumane Detention Centers in Maryland

---

**From** Kat Burnette <[REDACTED]>  
**Date** Mon 2/2/2026 7:49 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Keep these Inhumane Detention Centers out of Maryland. ICE cant even account for all the people they kidnapped. Keep these barbaric practices out of Maryland, and stop ICE from kidnapping our friends, neighbors, and doing awful things to them in these "detention centers".

---

## ICE Detention Center

---

**From** Kathy Tillman <[REDACTED]>  
**Date** Mon 2/2/2026 8:28 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Councilmembers,

My name is Kathryn Tillman and I am a resident at [REDACTED]

I am writing to urge you to advance the emergency legislation being introduced Feb 2, 2026 by County Executive Calvin Ball to a bill and to vote in favor of it, banning privately owned detention centers in Howard County.

Privately run detention facilities associated with ICE raise serious concerns regarding oversight, human rights, and community safety—concerns that do not align with Howard County's long-standing values of fairness, transparency, and inclusion.

Thank you for your leadership and for your consideration of this important issue. I appreciate your support and will be following the bill closely.

Sincerely,

Kathy Tillman

---

**strongly support emergency legislation to ban private detention centers**

---

**From** Katie Kashkett <[REDACTED]>  
**Date** Mon 2/2/2026 3:34 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Howard County Council Members,

I am writing to express my strong support of County Executive Ball's emergency legislation to restrict private detention centers in Howard County. I call on the Howard County Council to act without delay and approve this emergency legislation.

The concept of privately owned facilities operating as detention centers in Howard County is beyond abhorrent, and I am frankly outraged that anyone is even considering allowing such a thing to exist. It is imperative that we as a community - including our representatives on the County Council - do not allow this. As a longtime Howard County homeowner and voter, I vehemently urge the County Council to proceed accordingly.

Sincerely,  
Katie Kashkett



---

## Opposition to Immigration Detention Facilities in Our Community

---

**From** Katja Fort Rhoden <[REDACTED]>  
**Date** Mon 2/2/2026 4:12 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear County Executive Ball and Members of the County Council,

I am writing as a concerned resident to express my opposition to the proposed establishment or operation of immigration detention facilities in our community.

Facilities used for immigration detention raise serious concerns that go beyond politics and speak directly to human dignity, accountability, and the kind of community we want to be. These centers often detain individuals in conditions that resemble incarceration, and frequently inhumane conditions, creating harm not only for those detained but for families and neighborhoods connected to them.

Detention practices contribute to family separation, emotional trauma, and instability that are felt locally. The social and human costs do not disappear when a facility is placed behind walls — they ripple outward into schools, workplaces, faith communities, and neighborhoods.

Communities have the right to determine what types of land uses and institutions align with their values. Choosing not to host immigration detention facilities affirms that our community prioritizes due process, humane treatment, and solutions that keep families together rather than expanding systems of confinement.

I urge you to oppose the establishment or operation of immigration detention facilities here and to instead support policies that emphasize community-based alternatives, legal access, and humane immigration processes.

Thank you for your time and consideration.

Sincerely,  
Katja Fort Rhoden  
Howard County Resident

---

**preventing ICE detention centers in Howard County**

---

**From** Katy Clemens <[REDACTED]>  
**Date** Mon 2/2/2026 2:15 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Hello. For some areas, it's probably a cliché to say that their diversity is their strength. Not here in Columbia (and Howard County in general). This is who and what we are. My neighborhood is full of immigrant families. My children went to the beautiful Talbott Springs Elementary, which is full of wonderful immigrant children and their families. We will NOT allow ICE in here to try to destroy us. They will have NO PEACE until they leave us and our friends and families alone.

If we can stop everybody everywhere from selling and leasing spaces to ICE, maybe we can stop them. But starting HERE - NO concentration camps in Howard County! (And I am Jewish and the granddaughter of a Holocaust survivor.)

This year is, ironically, the 250th birthday of our country. Our country has fallen far short of its ideals many, many times, but that still doesn't mean we have to stand by and watch while our president celebrates the big year by using the Constitution as toilet paper. We have HAD IT.

With a judicial finger in the constitutional dike,  
Katy Clemens, [REDACTED]

---

**Testimony in Support of County Executive Ball's Emergency Legislation to Prohibit Permitting of Detention Center**

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**From** Kevin Chin <[REDACTED]>  
**Date** Mon 2/2/2026 12:00 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

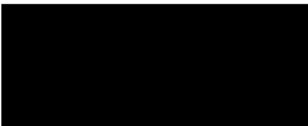
 1 attachment (38 KB)  
CHIN\_KEVIN Support of CE Ball's Emergency Legislation.pdf;

**WARNING!!!**

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Attached is my testimony in support of CE Ball's emergency legislation.

Thank you,  
Kevin Chin



Howard County Council,

I am writing in support of County Executive Ball's emergency legislation stopping the permitting of a private detention center in ElkrIDGE.

Howard County has long stood as a beacon of inclusivity and opportunity, a place where families from around the world have chosen to build their lives because of our excellent schools, safe neighborhoods, and commitment to welcoming all residents. A private detention center fundamentally contradicts these values and threatens the fabric of our community.

Because of the Chinese Exclusion Act, when my ancestors came to America, it was illegal for them to do so. I am the beneficiary of their sacrifice and risk. I understand the importance of protecting immigrants who just want to build a better life for their family and community. My family helped build DC's Chinatown, just as today's immigrants continue building and strengthening our communities. Immigration has always been the source of America's strength, and Howard County exemplifies this truth.

Howard County has established protections for immigrant families in Maryland through the Liberty Act and our trust policies. A private detention center would undermine these protections and create fear in our immigrant communities. Recent ICE operations in Minneapolis targeting people of color are illegal, unjust, and unconstitutional. We cannot allow Howard County to become complicit in this campaign of terror by permitting a facility designed for detention and family separation.

We must provide for our most vulnerable residents, not participate in their persecution. County Executive Ball's emergency legislation recognizes that keeping families together and safe is not just sound policy for individual families, but essential for the stability and strength of our entire community.

Howard County must remain a place where contribution matters more than country of origin, where character counts more than ancestry. I strongly support this emergency legislation and urge all council members to stand with County Executive Ball in protecting our immigrant neighbors and upholding our community's values.

Sincerely,

Kevin Chin

A large black rectangular redaction box covering the signature area.

## Ice accommodation

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**From** Kirit Patel <[REDACTED]>  
**Date** Mon 2/2/2026 7:31 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Good evening Ball,

This need to vacate immediately by ICE people. There is no need of ICE in Maryland. Unnecessary wasting of money and citizens life.

-Patel

**concerned resident**

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**From** Kyle Brown <[REDACTED]>  
**Date** Mon 2/2/2026 12:37 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear County Council Members,

It is my understanding that the council may be considering legislation that would disallow the Federal government/ICE from leasing property in Howard County to detain/jail people. If such legislation is put forth, I strongly urge you to approve it. Because, as a Howard County resident, I would be strongly against ICE using properties in our county to detain or jail anyone. I do not want an environment of fear to be in our county due to the activities of ICE. ICE's behavior of harassment and violence should have no place in our county. Thank you for considering my appeal.

Sincerely,  
Kyle Brown

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## Opposing Proposed Detention Center

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**From** Lena Ghamrawi <[REDACTED]>  
**Date** Mon 2/2/2026 8:00 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear County Council,

I am writing as a constituent to express my strong opposition, shared by many in our community, to building a detention facility in Elkridge or anywhere in Howard County.

Our community believes that human dignity must always come first. We value compassion, safety, and fairness, and we proudly stand with and support our immigrant neighbors. A detention facility does not reflect the values of Howard County or the kind of community we are committed to being.

I urge you to listen to the voices of residents and work toward policies that uphold human rights and strengthen our community rather than divide it.

Thank you for your time and service.

Lena Ghamrawi, Esq.

## Vote YES to prohibit immigrant detention center

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**From** Lisa Nugent <[REDACTED]>  
**Date** Mon 2/2/2026 11:47 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Good morning-

As a resident of HowardCounty for over 50 years, I'm writing to urge you to support the the legislation to prohibit the development of an immigrant detention center in the county.

We don't want increased ICE activity in our communities, or for our neighbors and families to live in fear.

Respectfully,  
Lisa Nugent

[REDACTED]

---

## Support for prohibiting ICE detention facility in Elkridge

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**From** Lydia Stewart <[REDACTED]>  
**Date** Mon 2/2/2026 4:13 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Dear Howard County Council,

I am writing to express my strong support for your proposal to prohibit the use of private buildings as immigration detention facilities in Howard County, and specifically to prevent the establishment of an ICE detention center in Elkridge.

From a public health and human rights perspective, private immigration detention facilities pose serious and well-documented risks—not only to detained individuals, but to surrounding communities and local systems of care.

Detention facilities are associated with:

- Increased risk of infectious disease transmission, particularly respiratory and gastrointestinal illnesses, due to crowding, limited access to timely medical care, and high population turnover.
- Inadequate continuity of care for individuals with chronic conditions, mental health needs, or disabilities.
- Significant mental health harms, including elevated rates of depression, anxiety, PTSD, and suicide risk, which have downstream impacts on emergency services and local healthcare providers.

These harms are magnified in privately operated detention settings, where cost-cutting incentives can conflict with standards of medical care, transparency, and accountability. Numerous investigations have documented delayed treatment, insufficient staffing, and barriers to independent oversight in such facilities.

From a community standpoint, placing a detention center in Elkridge would strain local emergency services, increase uncompensated healthcare utilization, and undermine community trust—particularly among immigrant families who are already integral to the social and economic fabric of Howard County. Fear of detention has a chilling effect on individuals seeking medical care, reporting public

safety concerns, or engaging with schools and public services, which ultimately harms population health outcomes for everyone.

Howard County has long demonstrated a commitment to equity, evidence-based policy, and human dignity. Prohibiting private detention facilities aligns with these values and reflects a proactive approach to protecting both residents and county resources.

Thank you for your leadership on this issue and for taking a principled stand that prioritizes public health, human rights, and the well-being of our community. I urge you to continue advancing this proposal and to ensure Howard County does not become a site for private immigration detention.

Respectfully,

Dr. Lydia Stewart-Artz

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## ICE Detention Center in Elkridge

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**From** Madeleine Borowski <[REDACTED]>  
**Date** Mon 2/2/2026 8:57 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Good morning,

I read that the council is convening tonight to discuss emergency legislation to prohibit private detention centers in Howard County. I am writing in support of this legislation and to express that I do not support the creation of detention centers in Elkridge or any other Howard County location.

Thank you for your time!

Madeleine Borowski  
[REDACTED]

**Feb2 mtg regarding the Detention Center in Ho.Co.**

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**From** Martha Lohaus <[REDACTED]>  
**Date** Mon 2/2/2026 12:21 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Councilmember,

My name is Martha Lohaus and I am a resident at [REDACTED]

I am writing to urge you to advance the emergency degislation being introduced on February 2, 2026 by Calvin Ball to a bill and to vote in favor of it, banning privately owned detention centers in Howard County.

Thank you for leadership consideration of this important issue.

Sincerely,

Martha Lohaus

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**Legislation prohibiting permitting of privately owned detention centers**

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**From** Bonnie Krill <[REDACTED]>  
**Date** Mon 2/2/2026 11:40 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Council members,

I am writing to request your support to pass the legislation that the County Executive will introduce tonight to prohibit the permitting of privately owned detention centers in Howard County.

Privately owned detention centers, especially for use by ICE, have been notoriously inhumane and unsupervised, and should not be permitted in our county.

I appreciate your attention to this request and look forward to seeing this legislation pass unanimously.

Sincerely,  
Mary Krill

[REDACTED]

---

**Written Testimony: Opposition to ICE Detention Facility in Elkridge and Support for Restricting Private Detention in Howard County**

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**From** Merarys Rios Vargas <[REDACTED]>  
**Date** Mon 2/2/2026 2:08 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Council Member Rigby,

My name is Merarys Rios. I am a Howard County resident, a mother, and a Hispanic U.S. citizen. I am writing in response to the upcoming County Council action regarding the introduction of emergency legislation to restrict private detention facilities in Howard County, and to clearly state my opposition to the establishment of an ICE detention center in **Elkridge, Maryland**.

I strongly support the introduction of legislation that would prevent private detention facilities from operating in Howard County. The proposal to locate an ICE detention center in Elkridge is deeply troubling and fundamentally inconsistent with the values of this community. Howard County has long identified itself as a place that prioritizes family stability, human dignity, and the well-being of its residents. Hosting an immigration detention facility—particularly one operated by or in partnership with private interests—directly undermines those principles.

As a parent, I am especially concerned about the real and lasting harm these facilities cause to families. Immigration detention leads to family separation, prolonged confinement without adequate due process, and significant trauma for children and communities—including U.S. citizens who live in constant fear of collateral enforcement and racial profiling. These are not abstract concerns; they are lived realities for many Latino families in Maryland.

This moment is about more than zoning or procedure. It is about whether Howard County will allow its land and infrastructure to be used in ways that inflict harm, fear, and instability. I urge the Council to move this legislation forward decisively and to make clear—through both policy and public commitment—that Howard County will not host ICE detention facilities in Elkridge or anywhere else in the county.

In addition, as this conversation moves forward, I ask the Council to consider the broader context of immigration detention in our region. Many individuals are currently being held at the Baltimore ICE detention facility without clear public justification, despite having no criminal convictions and posing no public safety risk. As a community, we should also be asking:

- What oversight exists for these detentions?
- What is being done to review cases and pursue release where detention is unnecessary?
- Why detention continues to be used instead of proven, humane, community-based alternatives?

I appreciate the Council's willingness to engage the public and to open this issue to testimony and hearings. I look forward to participating further and urge you to stand firmly on the side of human dignity, family unity, and accountability.

Thank you for your time and for your service to our community.

Respectfully,

**Merarys Rios**



**Council Bill 16-2026**

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**From** nancy <[REDACTED]>  
**Date** Mon 2/2/2026 7:42 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Based on the Liberty Act we should not have a Detention center in Howard County. As a resident for sixty years I find it unconscionable that we would have to have such a facility anywhere in our County.

Sincerely,  
nancy Swartz

Sent from my iPad

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## ICE Facility in Howard County

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**From** Steve Wagner <[REDACTED]>  
**Date** Mon 2/2/2026 12:37 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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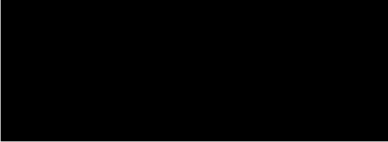
Dear All Councilmembers,

Our names are Pamela and Stephen Wagner and we are Columbia residents in District 2. We are writing to urge you to advance the emergency legislation being introduced Feb 2, 2026 by County Executive Calvin Ball to a bill and to vote in favor of it, banning privately owned detention centers in Howard County.

Privately run detention facilities associated with ICE raise serious concerns regarding oversight, human rights, and community safety—concerns that do not align with Howard County's long-standing values of fairness, transparency, and inclusion.

Thank you for your leadership and for your consideration of this important issue. I appreciate your support and will be following the bill closely.

Pamela J Wagner  
Stephen J Wagner



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## I strongly support emergency legislation to ban private detention centers

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**From** Peter Pavlov <[REDACTED]>  
**Date** Mon 2/2/2026 3:53 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Dear Howard County Council Members,

I am writing to express my strong support of County Executive Ball's emergency legislation to restrict private detention centers in Howard County. I call on the Howard County Council to act without delay and approve this emergency legislation.

The concept of privately owned facilities operating as detention centers in Howard County is beyond abhorrent, and I am frankly outraged that anyone is even considering allowing such a thing to exist. It is imperative that we as a community - including our representatives on the County Council - do not allow this. As a longtime Howard County homeowner and voter, I vehemently urge the County Council to proceed accordingly.

Sincerely,

Peter Pavlov  
[REDACTED]

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**Emergency Legislation on the agenda tonight**

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**From** Regan Mercer <[REDACTED]>  
**Date** Mon 2/2/2026 4:45 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear council,

US Immigrations and Custom Enforcement has abandoned the rule of law and is detaining people without any reasonable cause, claiming they have powers they do not and insisting that america should be run as a police state where everyone must carry their passport- though that hasn't stopped them from detaining people and keeping their passports along with their other belongings , which is theft.

Our county should not participate in this lawless unconstitutional abuse of our neighbors and citizens.

Please advance this legislation and then vote for it. Please also discuss with the county lawyer what other effective legislation can be done to address their lawlessness to avoid wasting time on legislation that lacks enforcement ability.

Thank you,  
Regan

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## Opposition to Proposed ICE Detention Center in Elkridge, MD

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**From** sadie weis <[REDACTED]>  
**Date** Mon 2/2/2026 4:54 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

### **WARNING!!!**

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Dear Members of the Howard County Council,

I am writing as a concerned resident to clearly express my opposition to the establishment of an ICE detention center in Elkridge, Maryland. I do not support this proposal and urge the Council to reject any plans that would allow such a facility in our community.

Howard County has long valued diversity, inclusion, and the safety and dignity of all residents. An ICE detention center would undermine those values by fostering fear, eroding trust between immigrant communities and local institutions, and placing an unnecessary burden on our county. Facilities like this have a documented history of human rights concerns and do not contribute to the well-being or security of the surrounding community.

Elkridge is a place where families live, work, and raise their children. Introducing a detention center would negatively impact community cohesion, local businesses, and our county's reputation as a welcoming and compassionate place to live. Our resources and leadership should instead be focused on initiatives that strengthen public safety, support families, and promote equitable economic development.

I respectfully ask that you listen to the voices of residents who do not want this facility in our county and take a firm stand against it. Thank you for your time and for your service to the people of Howard County.

Sincerely,  
Sadie Weis

[REDACTED]

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(No subject)

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From Sam A <[REDACTED]>  
Date Mon 2/2/2026 9:06 AM  
To CouncilMail <CouncilMail@howardcountymd.gov>

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To Whom It May Concern:

I am writing to express my deep concern regarding the proposed development of an ICE detention facility at **6522 Meadowridge Road, Elkridge, MD 21075**. I am firmly and unequivocally opposed to this project. The fact that such a facility is even being considered in Howard County is profoundly troubling and disheartening.

Howard County has long been recognized for its diversity, inclusiveness, and commitment to providing families with a safe and welcoming place to live. These values are a major reason why so many people choose to build their lives here. Transforming an industrial building into an ICE detention center stands in direct conflict with the spirit of this community.

In recent years, national news coverage of immigration enforcement has highlighted numerous incidents that have raised serious concerns about the treatment of individuals during ICE operations. Many residents, including myself, fear that the presence of a detention facility will bring increased enforcement activity, heightened tension, and potential harm to vulnerable members of our community. Families have already experienced separation, trauma, and fear as a result of immigration actions across the country. This is not the kind of environment we want to create in Howard County.

I speak not only for myself but for many residents who proudly call this county home. I grew up here, and I continue to raise my own children here because Howard County has always been a place where diversity is embraced—not punished. My children have the opportunity to learn alongside peers from many cultures and backgrounds, and they are accepted for who they are. A detention facility threatens that sense of safety and belonging. What message will we send to our children if they begin to fear that their friends—or even they themselves—could be targeted simply because of how they look?

Communities that have hosted ICE detention facilities, such as Hagerstown, have reported increases in enforcement activity and community fear. Residents worry that similar patterns could emerge here. Many of us do not want Howard County to become another example of a community destabilized by aggressive enforcement actions, where innocent people are caught in the crossfire of raids or confrontations.

I urge you to listen to the voices of the residents who are united in opposition to this proposal. Allowing this facility to open would undermine the values that make Howard County a place people are proud to call home. It would introduce fear where there should be safety, division where there should be unity, and uncertainty where there should be trust.

For the well-being of our families, our children, and our community as a whole, I respectfully ask that you stop this facility from moving forward. Nothing good can come from its presence, and its approval would fundamentally change the character of Howard County for the worse.

Thank you for your time,

Samantha Anim

Samantha

---

## Council Bill 16-2026 Testimony

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**From** Ms. Stanza <[REDACTED]>  
**Date** Mon 2/2/2026 7:47 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Dear Councilmembers,

My name is Stanza, and I am a Howard County resident writing in strong support of Council Bill 16-2026.

This bill is a clear and measured amendment to the Building Code. By ensuring that Institutional Group I-3 facilities, such as detention centers, are permitted, owned, and operated exclusively by government agencies rather than private entities, this legislation prioritizes public accountability. Facilities where individuals are held under restraint require the highest level of oversight; introducing private profit motives into these operations compromises transparency and public welfare.

Council Bill 16-2026 does not interfere with federal authority. Rather, it exercises the County's legitimate role in land use and public safety. This measure aligns with the values of restraint and community trust previously affirmed by this Council through the Liberty Act.

Passing this emergency legislation is an act of responsible governance that ensures detention-type facilities in Howard County remain under public control. I urge you to vote in favor of Council Bill 16-2026.

Thank you for your time and service.

Always with gratitude,  
Ms. Stanza Ludgood

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## NO ICE Detention Centers in HoCo

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**From** Susan Defibaugh <[REDACTED]>  
**Date** Mon 2/2/2026 11:57 AM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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HoCo Council,

Please vote tonight in support of CE Ball's EO to block ICE detention centers in HoCo.

If we don't stand up together locally, we will all fall together to this fascist regime. If you watch what is happening in Minneapolis and around the country, we are ALL subject to many of our constitutional rights being violated including physical harm to our persons and even death.

Please do the right thing and protect our immigrant neighbors NOW.

Thank you,

Susan Defibaugh  
28 year resident of Howard County

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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## Ban Privately Owned Detention Centers in Howard County

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**From** Susan Nicholson <[REDACTED]>  
**Date** Mon 2/2/2026 3:31 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>  
**Cc** Susan Nicholson <suebbq@gmail.com>

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Dear Council Member,

My name is Susan Nicholson and I am a resident at [REDACTED]  
[REDACTED]

I am writing to urge you to advance the emergency legislation being introduced Feb 2, 2026 by County Executive Calvin Ball to a bill and to vote in favor of it, banning privately owned detention centers in Howard County.

Privately run detention facilities associated with ICE raise serious concerns regarding oversight, human rights, and community safety—concerns that do not align with Howard County's long-standing values of fairness, transparency, and inclusion.

Thank you for your leadership and for your consideration of this important issue. I appreciate your support and will be following the bill closely.

Sincerely,

Susan Nicholson

--  
Sue Nicholson  
[REDACTED]



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**Statement for 2/2 Council Session**

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**From** Sylvie Garrett Schafer <[REDACTED]>  
**Date** Sun 2/1/2026 8:41 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Hello,

I would like to add my voice to those in support of County Executive Ball's proposed legislation to restrict private detention facilities in Howard County. The way that ICE is operating right now is both horrifying and unconstitutional, and it has no place in Howard County. I would like to see this legislation brought for a vote and passed.

I would also like to continue to see the members of the council working on additional legislation as needed to protect the rights of all Howard County residents, whether they are citizens or not.

Thank you,  
Sylvie Schafer  
[REDACTED]

**Bill No. 16 -2026**

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**From** Tacaria Gardner <[REDACTED]>  
**Date** Mon 2/2/2026 7:30 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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I am against any building being utilized for holding facilities against immigrants in Howard County. I stand with Calvin Ball. This is inhumane and I don't not support this government being allowed to do this to our country.

Tacaria Gardner  
[REDACTED]

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**Regarding Council Bill 16-2026**

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**From** AzKon <[REDACTED]>  
**Date** Mon 2/2/2026 7:51 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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I support this bill prohibiting the permitting of privately owned buildings operating as detention centers.

I do not condone ICE actions and, as a child of immigrants with an immigrant spouse, I watch in horror as even American Citizens get detained. What ICE is doing isn't immigration enforcement. It is an attempt to inflict a reign of terror.

I do not want a privately owned detention center within the county I live in. Such a detention center would be guaranteed to have poor oversight and likely have poor conditions for detainees.

Best,  
-Wai Kay

[REDACTED]

**Regarding ICE in Howard County, and the emergency legislation to prohibit private detention centers**

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**From** Zach Burnett <[REDACTED]>  
**Date** Mon 2/2/2026 1:55 PM  
**To** CouncilMail <CouncilMail@howardcountymd.gov>

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Obviously, it is a given that we must prohibit private detention centers in Howard County.

Seeing as ICE has already blatantly violated local ordinances and even judicial orders, however, the Howard County Council must also realize the strong possibility that ICE and DHS will ignore any legislation that we enact. We must also put in place enforcement mechanisms to compel federal agents, physically if necessary, to comply with the law, including arresting federal agents who violate the law.

That is, of course, if HCPD is actually willing to carry out their duty to protect our community, and not abandon it to be terrorized by masked thugs.

- Zach Burnett, [REDACTED]