

INTRODUCED: January 8, 2018

AN ORDINANCE No. 2018-009

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute Lease Amendment No. 1 to a U.S. Government Lease for Real Property (Short Form) with Lease Number GS-03P-LVA00156 between the City of Richmond and the Government of the United States of America, for the purpose of setting forth the notice of termination requirement for leasing 45 parking spaces within a City-owned parking facility located at 501 North 7th Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 22, 2018 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute Lease Amendment No. 1 to a U.S. Government Lease for Real Property (Short Form) with Lease Number GS-03P-LVA00156 between the City of Richmond and the Government of the United States of America for the purpose of setting forth the notice of termination requirement for leasing 45 parking spaces within a City-owned parking facility located at 501 North 7th Street. The Lease Amendment No. 1 to a U.S. Government

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 22 2018 REJECTED: _____ STRICKEN: _____

Lease for Real Property (Short Form) shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

DATE: December 14, 2017

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Levar Stoney

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

SCG

THROUGH: Lenora G. Reid, DCAO of Finance and Administration

LR

THROUGH: John Wack, Director of Finance

JW

THROUGH: Jay Brown, Director, Budget & Strategic Planning

JB

FROM: Bobby Vincent, Director of Public Works

BV

SUBJECT: AUTHORITY TO AMEND A PARKING LEASE AGREEMENT WITH THE GOVERNMENT OF THE UNITED STATES OF AMERICA

RECEIVED
JAN 05 2018
OFFICE OF CITY ATTORNEY

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to amend a parking lease agreement with the Government of the United States of America within a City-owned parking facility located at 501 N. 7th Street from October 1, 2013 through September 30, 2018 will set forth requirements for this parking lease (LVA00156) a 30 day partial or full termination notice (Section 1.02).

REASON: To enable the CAO to amend a parking lease agreement with Government of the United States of America. This notice was not included in the lease Ordinance 2017-201 adopted by City Council on November 13, 2017. The Lease Amendment will allow the lease to correctly reflect the termination notice requirement by the Government of the United States of America. This is not a change to the lease but is needed to memorialize the termination notice duration.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The City of Richmond acquired the Broad Street Community Development Authority's (CDA) five parking facilities in November 2010 which consisted of two surface lots (401 E. Broad and 609 E. Grace) and three parking garages (500 E. Marshall, 607 E. Marshall and 612 E. Franklin). The Government of the United States of America has leased parking spaces at

the 500 E. Marshall Street for several years and would like to continue their parking lease.

City Council adopted ordinance 2013-177-163 on September 23, 2013 for the purpose of leasing to the federal government parking spaces at a City-owned parking facility located at 500 E. Marshall Street. The federal government is requesting a reduction in parking spaces from 25 to 21 spaces from October 1, 2017 to September 30, 2018.

FISCAL IMPACT TO CITY/COST: This ordinance will have no fiscal impact on the City.

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: None

REVENUE TO THE CITY: N/A -Revenue included in FY'18 Budget

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: February 12, 2018

CITY COUNCIL PUBLIC HEARING: February 26, 2018

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development-
(February 15, 2018)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES: Ordinance 2017-201

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS: Ordinance 2017-201, Lease Amendment No. 1- Lease No. GS-03P-LVA00156

STAFF: Lynne Lancaster, DPW (646-6006)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LVA00156
ADDRESS OF PREMISES COLISEUM GARAGE 501 N. 7 TH STREET RICHMOND, VA 23219-1419	PDN Number: N/A

THIS AMENDMENT is made and entered into between **City of Richmond**

whose address is: 900 East Broad Street
STE 201
Richmond, VA 23219-1907

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to reflect the required termination notice.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

A. Part I, Section B, 3a. of GSA Form 3626 (Short Form) is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"TO HAVE AND TO HOLD, the said Premises with its appurtenances for the term beginning on October 1, 2017 and continuing for a period of 5 Years, 1 Year Firm, subject to termination and renewal rights as may be hereinafter set forth. The Government may terminate this lease in whole or in part at any time after September 30, 2018 by giving at least thirty (30) calendar days' notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: Mikel Lord
Title: Lease Contracting Officer, GSA,
Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

Bonnie M. Ashley
Deputy City Attorney

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-03P-LVA00166

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposal No. GS-03P-LVA00166, Supplemental Lease Requirements document, General Clauses (GSA Form 3817A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (include nine-digit ZIP Code) 501 N 7 th Street Richmond, VA 23219	2. LOCATION(S) IN BUILDING		
	2a FLOOR(S) 5	2b ROOM NUMBER(S) N/A	2c NUMBER OF PARKING SPACES OFFERED STRUCTURED 48 SURFACE _____
	2c SQ. FT. RENTABLE N/A ABQA N/A Common Area Factor N/A	2d TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) Structured Parking	ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED 288.00/space SURFACE _____/space
	B TERM		

3a To Have and To Hold the said Premises with its appurtenances for the term beginning on October 1, 2017 and continuing for a period of 5 Years, 1 Year Firm, 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.

3b This Lease may be renewed at the option of the Government for a term of 5 YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least 30 days before the end of the original Lease term; 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.

C RENTAL

4 Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$51,300.00	5b. RATE PER MONTH \$4,275.00		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. STRUCTURED PARKING/BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$51,300.00	6b. Same as 6a	6c. 5
7. OPERATING RENT	7a. \$0.00	7b. Same as 7a	7d. Same as 7a
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. \$0.00	8b. \$0.00	8c. \$0.00
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. \$0.00	9b. \$0.00	9c. \$0.00
10. TOTAL RENT	10a. \$51,300.00	10b. \$51,300.00	10c. 5
11. TENANT IMPROVEMENT COSTS N/A	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS N/A		
13. HVAC OVERTIME RATE PER HOUR N/A	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABQA SF/YEAR) N/A		

D. OWNER IDENTIFICATION AND CERTIFICATION

16. RECORDED OWNER

16a. Name RICHMOND, CITY OF		16b. OJNS Number 003133840	
16c. Address 900 E BROAD ST STE 201	16d. City RICHMOND	16e. State VA	16f. ZIP + 4 23218-1907

16 BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREBY 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 FOREMENTIONED RLP, WITH ATTACHMENTS

I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY

OWNER AUTHORIZED AGENT OTHER (Specify)

18. OFFEROR Check if same as Recorded Owner

18a. NAME	18b. ADDRESS	18c. CITY	18d. STATE	18e. ZIP + 4
18f. Title		18g. E-mail address		18h. Telephone Number

18i. OFFEROR'S SIGNATURE

18j. DATE SIGNED

Mike Lord - *ML Lord*

11/28/2017

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3026, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Agency Specific Requirements, (e) Floor Plan delineating the Premises, (f) GSA Form 3817A, General Clauses (Acquisition of Leasehold Interests in Real Property \$150,000 or Less), (g) the following building improvements changes or additions made or agreed to by you (for example, energy efficiency and conservation improvements, ABAAS upgrades, Seismic Form C - Building Retrofit or New Construction PreAward Commitment (if applicable)), and (h) Exceptions to U.S. Government Request for Lease Proposals

Initials for change: *Bona* & *ML*
 Attorney for Lessor: *Gov't*

APPROVED AS TO FORM

Bonnie M. Arley
 Deputy City Attorney

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) <i>Selina O'Flaherty-Glenn</i>	3b. SIGNATURE OF LEASE CONTRACTING OFFICER <i>Selina O'Flaherty-Glenn</i>	3c. DATE <i>11/17/17</i>
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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

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. **Common Area Factor (CAF).** 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.

B. **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: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.

C. **Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

D. **Office Area.** For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65 1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2016) INTENTIONALLY DELETED

1.03 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.

1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (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. 125.700, 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.

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.

1.05 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) 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 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.

1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570 115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

1.07 ASBESTOS (SMALL) (SEP 2015)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be

implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO

2.02 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g. Plumbing Fixtures Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material to the LCO within the TI 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.

2.03 ~~EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

2.04 ~~WOOD PRODUCTS (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED

2.05 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the South Coast Air Quality Management District standards for VOC limits for applicable product types ([HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOC/RULES](http://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOC/RULES)) as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. 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.

2.06 BUILDING SHELL REQUIREMENTS (SMALL) (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.

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.

2.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)

THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

2.08 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

2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- 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 Office 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

2.10 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 3rd 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

2.11 ENERGY-INDEPENDENCE-AND-SECURITY-ACT (SMALL) (SEP-2016) INTENTIONALLY DELETED

2.12 ELEVATORS (SMALL) (OCT 2016)

- 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
- B. Code. Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date) 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.

2.13 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.

2.14 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.

2.15 CEILINGS (SMALL) (SEP 2015) INTENTIONALLY DELETED

2.16 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.

2.17 WINDOWS (SMALL) (SEP 2015) INTENTIONALLY DELETED

2.18 PARTITIONS: PERMANENT (SMALL) (SEP 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding 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. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

2.19 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015) INTENTIONALLY DELETED

2.20 PAINTING - SHELL (SMALL) (AUG 2016)

The Lessor shall bear the expense for all painting associated with the Building shell including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. 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.

2.21 FLOORS AND FLOOR LOAD (AUG 2011)

A. All adjoining floor areas shall be of a common level.

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.

2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)

A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures

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

~~2.23 DRINKING-FOUNTAINS-(OCT-2016) INTENTIONALLY DELETED~~

~~2.24 -RESTROOMS-(SMALL)-(SEP-2016) INTENTIONALLY DELETED~~

~~2.25 PLUMBING-FIXTURES-WATER-CONSERVATION-(SMALL)-(OCT-2016) INTENTIONALLY DELETED~~

2.26 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (OCT 2016)

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. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease, equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

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.

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

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 current edition of ANSI/ASHRAE Standard 62.1. 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](https://www.epa.gov/green-book).

~~2.27 TELECOMMUNICATIONS-DISTRIBUTION-AND-EQUIPMENT-(SMALL)-(SEP-2016) INTENTIONALLY DELETED~~

~~2.28 TELECOMMUNICATIONS-LOCAL-EXCHANGE-ACCESS-(SIMPLIFIED)-(JUN-2012) INTENTIONALLY DELETED~~

2.29 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2016)

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 light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. 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) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. BUILDING PERIMETER: 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.

E. PARKING STRUCTURES: The minimum illuminance level for parking structures is 3 foot-candles as measured on the floor with a uniformity ratio of 10:1.

F. 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.

2.30 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016)

A. All safety data sheets (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 MSDS to protect the health and safety of personnel.

B. 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.

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

3.01 ~~SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP-2013)~~ INTENTIONALLY DELETED

3.02 ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

3.03 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015)

A. The Government shall accept the Space only if the construction of Building shell and TIs, as applicable, conforming to this Lease and any layout drawings is substantially complete, as determined by the Lease Contracting Officer, and a Certificate of Occupancy (C of O) has been issued. 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.

B. 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 Os 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.

3.04 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2015)

The Lease Term Commencement Date, and final measurement verification of the Premises, shall be memorialized by Lease Amendment.

3.05 ~~AS-BUILT-DRAWINGS (SMALL) (SEP-2016)~~ INTENTIONALLY DELETED

3.06 ~~SEISMIC RETROFIT (SEP-2013)~~ INTENTIONALLY DELETED

SECTION 4 TENANT IMPROVEMENT COMPONENTS

4.01 ~~TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED**4.02 ~~FINISH SELECTIONS (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED****4.03 ~~WINDOW COVERINGS (SIMPLIFIED) (AUG 2014)~~ INTENTIONALLY DELETED****4.04 ~~DOORS: SUITE ENTRY (SEP 2013)~~ INTENTIONALLY DELETED****4.05 DOORS: INTERIOR (SMALL) (SEP 2015)**

Doors within the Space shall have a minimum clear opening of 32" wide x 80" high and shall be flush, solid core wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. They 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 with no formaldehyde.

4.06 DOORS: HARDWARE (SMALL) (SEP 2015)

Doors shall have door handles or door pulls with heavyweight hinges. 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.

4.07 ~~PARTITIONS: SUBDIVIDING (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED**4.08 ~~PAINTING - TI (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED****4.09 ~~FLOOR COVERINGS AND PERIMETERS (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED****4.10 ~~HEATING AND AIR CONDITIONING (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED****4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)**

A. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

4.12 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.

4.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

4.14 ~~DATA DISTRIBUTION (JUN 2012)~~ INTENTIONALLY DELETED**4.15 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)~~ INTENTIONALLY DELETED****4.16 LIGHTING: INTERIOR AND PARKING - TI (SMALL) (SEP 2015)**

FIXTURES: Any additional lighting fixtures and/or components required beyond what would have been provided under the paragraph, "Lighting Interior and Parking - Shell (SMALL)" are part of the TIs.

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

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.

5.02 UTILITIES (APR 2011) The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

5.03 HEATING AND AIR CONDITIONING (SMALL) (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. 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, humidity shall be maintained below 60% relative humidity.

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. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. 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.

E. 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.

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

G. THIS SUBPARAGRAPH WAS INTENTIONALLY DELETED.

5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016) INTENTIONALLY DELETED

5.05 JANITORIAL SERVICES (SMALL) (SEP 2015)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access 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. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Polish sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

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. Completely sweep and/or vacuum carpets.

F. Twice a year. Wash all interior and exterior windows and other glass surfaces.

G. 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. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day.

H. Pest control. Control pests as appropriate using Integrated Pest Management techniques as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

5.06 SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Design for the Environment (DfE) designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

5.07 SELECTION OF PAPER PRODUCTS (APR 2015) INTENTIONALLY DELETED

5.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

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.

B. THIS SUBPARAGRAPH IS INTENTIONALLY DELETED.

5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016) INTENTIONALLY DELETED

5.10 RANDOLPH SHEPPARD COMPLIANCE (SMALL) (SEP 2015) INTENTIONALLY DELETED

5.11 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air.

B. 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.

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:

1. The Space,
2. Common Building areas,
3. Ventilation systems and zones serving the Space, and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

5.12 RADON IN AIR (OCT 2016) INTENTIONALLY DELETED

5.13 RADON IN WATER (JUN 2013) INTENTIONALLY DELETED

5.14 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

5.15 MOLD (SIMPLIFIED) (OCT 2016)

A. Actionable mold is 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

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold

5.16 OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015)

The Lessor is required to cooperate, participate and comply with the development and implementation, and any subsequent revisions of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 SECURITY STANDARDS (SMALL) (SEP 2015)

The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

6.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS

SECTION 7 EXCEPTIONS TO U.S. GOVERNMENT REQUEST FOR LEASE PROPOSALS

OFFEROR'S NAME The City of Richmond, Virginia

The City of Richmond, Virginia, a political subdivision and municipal corporation of the Commonwealth of Virginia (the "City") is responding to GSA Request for Lease Proposals No. 7VA2533 Richmond/VA ("Proposal"). These Exceptions are attached to and hereby made a part of the Proposal.

Notwithstanding anything in the Proposal form to which these Exceptions are attached, because certain standard clauses that may appear in the Request for Proposals Form and resulting contract cannot be accepted by the City, the City makes the following exceptions to the Proposal and any resulting contract:

1. The City cannot lease space for more than five years without following the procedures set forth in Virginia Code Section 15.2-2100, *et seq*.
2. The City cannot undertake financial obligations unless the City Council of the City of Richmond, Virginia appropriates funds for the intended purpose. Therefore, any such obligations contained in the Proposal and any resulting Contract are subject to appropriation of funds for such purpose by the City Council of the City of Richmond. (See, without limitation, "National Historic Preservation Act Requirements", Section 2.07; Section 2.08; Section 2.13; Section 2.20; Section 5.11 (D)(3); Section 5.14 (A))
3. Any Contract awarded pursuant to the Proposal, and any amendments thereto, must be authorized by the City Council of the City of Richmond. Only the City Council can bind the City to lease for the proposed term, and no award shall have the effect of creating a lease unless and until the lease form is approved and authorized by the City Council of the City of Richmond.
4. The City cannot legally indemnify or hold harmless the Lessee.
5. The City cannot obligate itself to utilize procurement preferences or methods in violation of the Virginia Public Procurement Act.

**GSA REQUEST
FOR LEASE
PROPOSALS
NO. 7VA2533
RICHMOND/VA**

**Offers due by
10/01/2017**

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 Time Zone 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 Basis 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 the 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.

**SMALL RLP
GSA FORM R103 (10/16)**

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SECTION 1 - STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SMALL) (AUG 2016)

A. This Request for Lease Proposal's (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 Basis 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 are the GSA Form 3626 (U S GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)) which serves as an offer form and lease contract award document Supplemental Lease Requirements document, and GSA Form 3517A (General Clauses)

C. The Offeror's executed GSA Form 3626 shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the GSA Form 3626 and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)

A. 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.

CITY, STATE	RICHMOND, VA
DELINEATED AREA	RICHMOND, VA
SPACE TYPE(S)	STRUCTURED PARKING
MINIMUM SQ FT (ABOA)	N/A
MAXIMUM SQ FT (ABOA)	N/A
RESERVED PARKING SPACES (TOTAL)	14
RESERVED PARKING SPACES (SURFACE)	0
RESERVED PARKING SPACES (STRUCTURE)	14
INITIAL FULL TERM	5 YEARS
TERMINATION RIGHTS	30 DAYS
INITIAL FIRM TERM	1 YEAR
OPTION TERM	5 YEARS
ADDITIONAL REQUIREMENTS	N/A

SECTION 2 - SOLICITATION PROVISIONS

2.01 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.

2.02 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.

2.03 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

552.270-1 - INSTRUCTIONS TO OFFERORS - ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)
- ALTERNATE II (MAR 1998)

52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

SECTION 3 ELIGIBILITY AND PREFERENCES FOR AWARD

3.01 BASIS OF AWARD (OCT 2016)

- A. **Lowest Price Technically Acceptable Approach** The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and Lease documents and is the lowest priced technically acceptable offer submitted, based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-1996 definition for office area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. Price evaluation will be based on the lowest price per square foot, according to the ANSI/BOMA Z65.1-1996 definition for office area, which means "the area where a tenant normally houses personnel and/or furniture for which a measurement is to be computed."
- 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.

3.02 ~~SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2016)~~ INTENTIONALLY DELETED

3.03 ~~SEISMIC SAFETY—HIGH SEISMICITY (SEP 2013)~~ INTENTIONALLY DELETED

3.04 HISTORIC PREFERENCE (SMALL) (SEP 2015)

The Government will give preference to offers of Space in Historic Properties and/or Historic Districts in accordance with GSAR 552 270-2 HISTORIC PREFERENCE (SEPT 2004)

3.05 ~~ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED

3.06 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS (SMALL) (OCT 2016)

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). An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. B.

B. 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 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

3.07 HUBZONE SMALL BUSINESS CONCERN: PRICE PREFERENCE AND COMPETITIVE RANGE DETERMINATION (SMALL) (SEP 2015)

A. Should the Government conduct discussions then 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.

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.

3.08 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (SEP 2015)

HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "HUBZone Small Business Concern Price Preference and Competitive Range Determination" paragraph. 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

SECTION 4 HOW TO OFFER

4.01 RECEIPT OF LEASE PROPOSALS (SMALL) (OCT 2016)

- A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal, by United States mail, or other express delivery service of Offeror's choosing.
- B. 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 Time Zone on the following date at the following designated office and address, or email address:
- Date: October 01, 2017
Office: General Services Administration
Address: 100 South Independence Mall West Philadelphia, PA 19106
Email: michael.heater@gsa.gov
- C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.
- D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.
- E. Offers may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals, or if it was the only proposal received.
- F. 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.

4.02 PROPOSAL CONTENTS FOR SMALL LEASES (OCT 2016)

The proposal shall consist of the following documents

DOCUMENT NAME OR DESCRIPTION
U.S. Government Lease For Real Property (Short Form) (GSA Form 3626), completed and signed by Offeror
Supplemental Lease Requirements
Fire Protection and Life Safety Information and documents (See applicable Fire Protection and Life Safety paragraphs)
Registration in the System for Award Management (SAM). This registration service is free of charge. 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).
Evidence of ownership or control of Building or site
Authorization from the ownership entity to submit an offer on the ownership entity's behalf, if the offeror is not the owner of the Property

4.03 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013)

~~A. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in A.1 through A.5 unless the Building meets either exemption in sub-paragraph B or C below.~~

- ~~1. Completed GSA Form 42000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).~~
- ~~2. 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).~~
- ~~3. 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).~~

4. ~~First-generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration. 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.~~
6. ~~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, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.~~

~~B 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 A.1 through A.6 above.~~

~~C 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 Offeror is not required to submit to GSA the FPLS Submittal Information in A.1 through A.6 above.~~

4.04 EISA-SUBMITTALS (SMALL) (SEP-2016)-INTENTIONALLY DELETED