



City of Pensacola

Community Redevelopment Agency

Agenda

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Monday, February 10, 2020, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

Immediately following 3:30 Agenda Conference
Immediately following 3:30 Agenda Conference

CALL MEETING TO ORDER

Members: Jared Moore, Chairperson, Ann Hill, Vice Chairperson, Jewel Cammada-Wynn, Sherri Myers, P.C. Wu, Andy Terhaar, John Jerralds

BOARD MEMBER DISCLOSURE

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

CHAIRMAN'S REPORT

APPROVAL OF MINUTES

1. [20-00088](#) MINUTES OF CRA MEETING - 1/13/2020

Attachments: [MINUTES OF CRA MEETING - 1/13/2020](#)

PRESENTATIONS

ACTION ITEMS

2. [20-00067](#) APPROVAL OF PROJECTS TO BE FUNDED FROM THE URBAN CORE REDEVELOPMENT REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2019.

Recommendation: That the Community Redevelopment Agency (CRA) approve the “Hashtag” Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina, and Jefferson Road Diet/sidewalk repair and improvements (aka “East Garden District”) projects in accordance with the 2010 Urban Core Community Redevelopment Plan for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

3. [20-00081](#) FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT

Recommendation: That the Community Redevelopment Agency (CRA) approve a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot. Further, that the CRA Chairperson be authorized to execute all necessary documents.

Sponsors: Jared Moore

Attachments: [Lease of Real Property - GSA Form 3626](#)
 [Lease Amendment No. 1](#)
 [Section 889 Addendum](#)
 [Parking Plan Map](#)
 [Supplemental Lease Requirements](#)
 [Facility Security Level I](#)
 [General Clauses - GSA Form 3517A](#)

DISCUSSION ITEMS

4. [20-00069](#) UPDATE ON HAWKSHAW REDEVELOPMENT AT 9TH AVENUE AND ROMANA STREET MILESTONES

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00088

Community Redevelopment Agency

2/10/2020

SUBJECT:

MINUTES OF CRA MEETING - 1/13/2020



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

Meeting Minutes

January 13, 2020

3:30 P.M.

Hagler/Mason Conference Room

The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Moore at 3:33 P.M.

CALL MEETING TO ORDER

CRA Members Present: Jared Moore, Ann Hill, Jewel Cannada-Wynn, Sherri Myers, Andy Terhaar

CRA Members Absent: John Jerralds, P.C. Wu

BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA

CRA Members Hill and Terhaar (individually) disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

None

APPROVAL OF MINUTES

1. [20-00047 MINUTES OF CRA MEETING - 12/9/2019](#)

A motion to approve was made by CRA Member Cannada-Wynn and seconded by CRA Member Hill.

The motion carried by the following vote:

Yes: 5	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0	None

PRESENTATIONS

2. [20-00018 DOWNTOWN IMPROVEMENT BOARD FISCAL YEAR 2019 YEAR END REPORTS](#)

Recommendation: That the Community Redevelopment Agency (CRA) receive a presentation on the Downtown Improvement Board (DIB) Fiscal Year 2019 year-end and parking reports.

Downtown Improvement Board Executive Director Lissa Dees addressed Council briefly. She then introduced Freddie Haydn-Slater, Account Director with DIB's marketing consultant *Ideaworks* who provided an overhead presentation highlighting accomplishments and events from Fiscal Year 2019 (on file with background materials).

Following the presentation DIB Executive Director Dees responded accordingly to questions from CRA Members Cannada-Wynn, Myers, and Moore related to parking. Deputy City Administrator of Community Development also provided input. During discussion, **CRA Member Myers requested a list of private parking lots operating within the Downtown Improvement District.**

ACTION ITEMS

3. [20-00017 AMENDMENT OF PHASE II PROJECT SCOPE - GENERAL DANIEL "CHAPPIE" JAMES JR. MUSEUM & YOUTH FLIGHT ACADEMY PROJECT](#)

Recommendation: That the Community Redevelopment Agency (CRA) approve amendment of the General Daniel "Chappie" James, Jr. Museum and Flight Academy Phase II Project Scope.

A motion to approve was made by CRA Member Cannada-Wynn and seconded by CRA Member Terhaar.

Following introduction and explanation of the item, Council Member Myers stated she will not support the motion at this time, as she would like to look at the area where the scope of work is proposed to be improved and overflow parking for Americans with Disabilities (ADA) accessibility. She inquired if time is of the essence. CRA Administrator Gibson addressed the CRA Member Myers' comments and question accordingly; and further, responded to CRA Member Hill's inquiry regarding the project's proposed timeline. CRA Member Cannada-Wynn made comments in support of the motion. CRA Member Myers asked for further clarification inquiring of the site map which CRA Administrator referred to one of the attachments within the agenda package.

Public input was heard from Ellis Jones who identified himself as a board member of the General Daniel "Chappie" James, Jr. Museum.

ACTION ITEMS (CONT'D.)

The motion (to approve Item 3, 19-00017) carried by the following vote:

Yes: 4	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn
No: 1	Sherri Myers

DISCUSSION ITEMS

There being no discussion items on the agenda, Chairperson Moore provide a very brief update on the newest recipient of granted funding under the Commercial Façade Program for the Ella Jordan House.

OPEN FORUM

None

ADJOURNMENT

4:15 P.M.

Approved:_____

Prepared by City Clerk Staff/rmt



Memorandum

File #: 20-00067

Community Redevelopment Agency

2/10/2020

ACTION ITEM

SPONSOR: Jared Moore, Chairperson

SUBJECT:

APPROVAL OF PROJECTS TO BE FUNDED FROM URBAN CORE REDEVELOPMENT REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2019.

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve the “Hashtag” Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina, and Jefferson Road Diet/sidewalk repair and improvements (aka “East Garden District”) projects in accordance with the 2010 Urban Core Community Redevelopment Plan for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

SUMMARY:

In July, 2019 the CRA and the City Council approved refunding the Series 2009B Bonds with the Urban Core Redevelopment Refunding and Improvement Revenue Bond Series 2019 Bond issue. This permitted the CRA to obtain an estimated \$17.8 million in new money to fund certain identified catalytic capital improvement projects in the Urban Core Community Redevelopment Area. The addition of interest earnings has brought the total amount of available funds to \$18,000,264.

The CRA approved the appropriation of bond proceeds to fund four community redevelopment projects identified in the 2010 Urban Core Community Redevelopment Plan. The projects specified were the “Hashtag” streetscape project element of the proposed continuous waterfront trail system (as conceptualized by SCAPE), the Bruce Beach redevelopment project, the Community Maritime Park Day Marina, and the sidewalk repair/streetscape improvement project conceptualized as the “East Garden District” (Jefferson Street Road Diet). Each of the projects will have a transformative impact and will further the implementation of the Community Redevelopment Plan for revitalization of the City.

On February 3, 2020, the CRA held a workshop to review recommended projects for funding from the Series 2019 bond proceeds. The projects recommended for funding include the “Hashtag” streetscape project element of the proposed continuous waterfront trail system (as conceptualized by SCAPE), the Bruce Beach redevelopment project, the Community Maritime Park Day Marina, and the sidewalk repair/streetscape improvement project conceptualized as the “East Garden District” (Jefferson Street Road Diet). While initial estimates of cost for each project have been

developed, final costs have not yet been fully established. Final costs for each project will be determined at completion of design and engineering.

The CRA is asked to approve the recommended projects for funding through the Series 2019 bond proceeds.

PRIOR ACTION:

July 15, 2019 - CRA approved Resolution No. 2019-04 CRA authorizing an interlocal agreement between the City of Pensacola and the CRA pertaining to the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

July 15, 2019 - CRA approved Supplemental Budget Resolution No. 2019-05 appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

August 5, 2019 - The CRA approved the scheduling of a workshop to discuss the use of the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

December 9, 2019 - The CRA adopted Supplemental Budget Resolution No. 2019-10 CRA carrying forward available balances from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

December 12, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-70 carrying forward available balances from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

February 3, 2020 - The CRA held a workshop to review recommended projects for funding through the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

FUNDING:

Budget:	\$ 17,744,000	Bond Proceeds Series 2019
	<u>256,264</u>	Interest Earnings
	<u>\$ 18,000,264</u>	
Actual:	<u>\$ 18,000,264</u>	

FINANCIAL IMPACT:

Bond proceeds from the Community Redevelopment Refunding and Improvement Revenue Bond, Series 2019 were carried forward on Supplemental Budget Resolution No. 2019-10 CRA.

CITY ATTORNEY REVIEW: Yes

1/30/2020

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

None

PRESENTATION: No



Memorandum

File #: 20-00081

Community Redevelopment Agency

2/10/2020

ACTION ITEM

SPONSOR: Jared Moore, Chairperson

SUBJECT:

FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot. Further, that the CRA Chairperson be authorized to execute all necessary documents.

SUMMARY:

The Community Redevelopment Agency (CRA) property at the southwest corner of North Palafox and Gregory Streets is developed as a public parking lot. Pursuant to and concurrent with the City of Pensacola's (City) lease of the property on North Palafox and Garden Streets to the United States Government for construction of the Federal Courthouse building, the CRA leased 73 parking spaces in the lot to the City for sublease to the United States Government for the Federal Courthouse and its related offices.

The term of the CRA's parking lease with the City coincided with the term of the Courthouse lease and terminated upon its termination. Upon the expiration of the leases, the City sold the Courthouse property to the United States Government. The Office of Administrator of General Services (GSA) is now pursuing a new lease with the CRA to meet the continued parking needs of the Courthouse.

Staff recommends approving a new lease for 45 spaces in the North Palafox Parking Lot to the United States Government for Federal Courthouse parking. The requested term is 20 years, beginning April 1, 2020. The CRA will have the option to terminate the lease after the 5th year with 120 days prior notice. The GSA may terminate the lease after one (1) year with 90 days prior notice.

Annual parking rent to be collected under the lease during the 1st five-year term is \$16,200.00, which is a rate of \$30.00 per space per month and will increase at the end of each 5-year increment based on a 2% escalation schedule. Parking revenues will continue to be collected and retained by the Downtown Improvement Board (DIB) pursuant to the Downtown Parking Management District Interlocal Agreement.

PRIOR ACTION:

December 12, 1996 - CRA executed a lease with the City of Pensacola for 73 spaces in the North Palafox Parking Lot for sublease to the GSA for the United States Federal Courthouse.

FUNDING:

N/A

FINANCIAL IMPACT:

Annual parking lease revenue of \$16,200.00 will be collected and retained by the DIB during the 1st five-year term and will increase at the end of each 5-year increment based on a 2% escalation schedule.

CITY ATTORNEY REVIEW: Yes

2/3/2020

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Lease of Real Property - GSA Form 3626
- 2) Lease Amendment No. 1
- 3) Section 889 Addendum
- 4) Parking Plan Map
- 5) Supplemental Lease Requirements
- 6) Facility Security Level 1
- 7) General Clauses - GSA Form 3517A

PRESENTATION: No

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

1. LEASE NUMBER
GS-04P-LFL00847

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 Proposals No. 8FL2425 , Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), 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)	2. LOCATION(S) IN BUILDING		
N. Palafox Surface Parking Lot 54 W. Gregory St. Pensacola FL 32502	2a. FLOOR(S) <u>NA</u>	2b. ROOM NUMBER(S) <u>NA</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>NA</u> SURFACE <u>45</u> ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED <u>NA</u> /space SURFACE <u> </u> /space
	2c. SQ. FT. RENTABLE <u>NA</u> ABOA <u>NA</u> Common Area Factor <u>NA</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>Parking Space Only</u>	

B. TERM

3a. 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 20 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. 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 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.

3c. This Lease may be renewed at the option of the Government for a term of 0 YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least NA 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 \$16,200 Parking Rent Only	5b. RATE PER MONTH \$1,350.00 Parking Rent Only		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. <u>\$NA</u>	6b. Same as 6a	6c. <u>\$NA</u>
7. OPERATING RENT	7a. <u>\$NA</u>	7b. Same as 7a	7b. Same as 7a
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. <u>\$NA</u>	8b. \$0.00	8c. \$0.00
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. <u>\$NA</u>	9b. \$0.00	9c. \$0.00
10. TOTAL RENT	10a. <u>\$NA</u>	10b. <u>\$NA</u>	10c. <u>\$NA</u>
11. TENANT IMPROVEMENT COSTS <u>NA</u>		12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>NA</u>	
13. HVAC OVERTIME RATE PER HOUR <u>NA</u>		14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>NA</u>	

D. OWNER IDENTIFICATION AND CERTIFICATION**15. RECORDED OWNER**

15a. Name Community Redevelopment Agency c/o Downtown Improvement Board		15b. DUNS Number 962262932	
15c. Address 226 S. Palafox Place Suite 106	15d. City Pensacola	15e. State FL	15f. ZIP + 4 32502

16. 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.

☒ 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 Downtown Improvement Board - Lissa Dees	18b. ADDRESS 226 S. Palafox PI Suite 106	18c. CITY Pensacola	18d. STATE FL	18e. ZIP + 4 32502
18f. Title Executive Director -- Downtown Improvement Board		18g. E-mail address lissad@downtownpensacola.com		18h. Telephone Number 850-434-5371

18i. OFFEROR'S SIGNATURE**18j. DATE SIGNED****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 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Parking Plan delineating the Premises, (e) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases),

The Government will be provided 45 exclusive use surface parking spaces from Monday to Friday between the hours of 7:00am to 5:00pm. Registered vehicles will not be ticketed at any time if the registered vehicle is parked outside of the above mentioned days and times.

The 45 exclusive use surface parking spaces will be labeled "RESERVED" without any reference to the Government.

The US Courts will provide contact information to the Downtown Improvement Board for a designated contact with the US Courts who will manage the US Court Employees information within the parking database used by the Downtown Improvement Board for the purposes of parking permitting and enforcement. This would include managing the information for each employee – Name, license plate number, alternate license plate number(s) and vehicle description(s).

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)	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE
---	--	----------

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LFL00847
ADDRESS OF PREMISES North Palafox Surface Parking Lot 54 West Gregory Street Pensacola, FL 32502	PDN Number: NA

THIS AMENDMENT is made and entered into between

**Community Redevelopment Agency (CRA) of the City of Pensacola,
c/o Managed by Downtown Improvement Board (DIB)**

whose address is:

222 West Main Street, Pensacola, FL 32502 (CRA)
 226 S. Palafox Place, Suite 106, Pensacola, FL 32502 (DIB)

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

WHEREAS, the parties hereto desire to establish the commencement date of the above Lease.

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 April 1, 2020 as follows:

A. GSA Form 3626, Part I, Section B. TERM, the Lease is hereby amended to establish the commencement date as follows:

3a. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2020 through March 31, 2040, subject to termination and renewal rights as may be hereinafter set forth.

3b. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing no less than **120** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of

This Lease Amendment contains 2 pages.

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: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Leasing Division
 Date: _____

WITNESSED FOR THE LESSOR BY:

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

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.”

The Lessor may terminate this Lease, in whole or in part, after the fifth (5th) year of this Lease, by providing not less than **120** days’ prior written notice to the Government. 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.”

The Lessor anticipates the possibility of redevelopment of the leased parking space into a mixed used space after the fifth year of the lease. The Lessor will cooperate with the Government and make all reasonable efforts within its authority to provide, without guaranteeing, alternate parking for the Government.

B. GSA Form 3626, Part I, Section C. RENTAL, the Lease is hereby amended to establish the rental rates as follows:

“The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

	Firm Term 4/1/2020 - 3/31/2021	Non-Firm Term^a 4/1/2021 - 3/31/2025	Non-Firm Term^b 4/1/2025 - 3/31/2030	Non-Firm Term^c 4/1/2030 - 3/31/2035	Non-Firm Term^d 4/1/2035 - 3/31/2040
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Parking ¹	\$16,200.00	\$16,200.00	\$16,524.00	\$16,855.00	\$17,195.00
Total Annual Rent	\$16,200.00	\$16,200.00	\$16,524.00	\$16,855.00	\$17,195.00

¹ Parking costs calculation:

(Firm Term) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of **\$30.00** per surface parking space per month.

(Non-Firm Term^a) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of **\$30.00** per surface parking space per month.

(Non-Firm Term^b) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of **\$30.60** per surface parking space per month.

(Non-Firm Term^c) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of **\$31.21** per surface parking space per month.

(Non-Firm Term^d) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of **\$31.84** per surface parking space per month.

C. Attachments:

1. FAR representation, 52.204-24, entitled “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.” (2 Pages)

D. The remainder of this page was left intentionally blank.

INITIALS: _____ & _____
LESSOR LESSOR GOV'T

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.

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 (AUG 2019)

- (a) *Definitions.* As used in this clause-
"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* 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. Contractors are not prohibited 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.
- (c) *Representation.* The Contractor shall notify the Contracting Officer if it [] will or [X] will not [Contractor to complete] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) *Disclosures.* If the Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Contractor shall provide the following additional information to the Contracting Officer--
 - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

LESSOR: _____ GOVERNMENT: _____

- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, 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).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

LESSOR: _____ GOVERNMENT: _____



45 Government parking spaces highlighted in red.

TABLE OF CONTENTS – SUPPLEMENTAL LEASE REQUIREMENTS

SECTION 1	GENERAL TERMS, CONDITIONS, AND STANDARDS	2
1.01	DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)	2
1.02	PUBLIC TRANSPORTATION (SMALL) (SEP 2015) INTENTIONALLY DELETED	2
1.03	AUTHORIZED REPRESENTATIVES (OCT 2016)	2
1.04	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) INTENTIONALLY DELETED	2
1.05	WAIVER OF RESTORATION (OCT 2018)	2
1.06	NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)	3
1.07	ASBESTOS (SMALL) (SEP 2015)	3
1.08	ADJUSTMENT FOR REDUCED SERVICES (SMALL) (OCT 2018) INTENTIONALLY DELETED	3
SECTION 2	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	4
2.01	WORK PERFORMANCE (SMALL) (SEP 2015)	4
2.02	ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2017)	4
2.03	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.04	WOOD PRODUCTS (SMALL) (OCT 2016) INTENTIONALLY DELETED	4
2.05	ADHESIVES AND SEALANTS (OCT 2017) INTENTIONALLY DELETED	4
2.06	BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016) INTENTIONALLY DELETED	4
2.07	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)	4
2.08	MEANS OF EGRESS (MAY 2015)	4
2.09	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	4
2.10	FIRE ALARM SYSTEM (SEP 2013) INTENTIONALLY DELETED	5
2.11	ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
2.12	ELEVATORS (SMALL) (OCT 2016) INTENTIONALLY DELETED	5
2.13	DEMOLITION (JUN 2012)	5
2.14	ACCESSIBILITY (FEB 2007)	5
2.15	CEILINGS (SMALL) (OCT 2017) INTENTIONALLY DELETED	5
2.16	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) INTENTIONALLY DELETED	5
2.17	WINDOWS (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
2.18	PARTITIONS: PERMANENT (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
2.19	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
2.20	PAINTING – SHELL (SMALL) (AUG 2016)	5
2.21	FLOORS AND FLOOR LOAD (AUG 2011) INTENTIONALLY DELETED	5
2.22	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)	5
2.23	DRINKING FOUNTAINS (OCT 2018) INTENTIONALLY DELETED	5
2.24	RESTROOMS (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
2.25	PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016)	5
2.26	HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (OCT 2016) INTENTIONALLY DELETED	5
2.27	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015) INTENTIONALLY DELETED	6
2.28	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED	6
2.29	LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2016)	6
2.30	INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016) INTENTIONALLY DELETED	6
2.31	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SMALL) (SEP 2015) INTENTIONALLY DELETED	6
SECTION 3	DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES	7
3.01	SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED	7
3.02	ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)	7
3.03	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015) INTENTIONALLY DELETED	7
3.04	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2015)	7
3.05	AS-BUILT DRAWINGS (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
3.06	SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED	7
SECTION 4	TENANT IMPROVEMENT COMPONENTS	8
4.01	TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015)	8
4.02	FINISH SELECTIONS (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011) INTENTIONALLY DELETED	8
4.04	DOORS: SUITE ENTRY (SEP 2013) INTENTIONALLY DELETED	8
4.05	DOORS: INTERIOR (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.06	DOORS: HARDWARE (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.07	PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.08	PAINTING – TI (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.09	FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2017) INTENTIONALLY DELETED	8
4.10	HEATING AND AIR CONDITIONING (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.11	ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
4.12	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) INTENTIONALLY DELETED	8
4.13	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) INTENTIONALLY DELETED	8

4.14	DATA DISTRIBUTION (JUN 2012) INTENTIONALLY DELETED	8
4.15	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED	8
4.16	LIGHTING: INTERIOR AND PARKING – TI (SMALL) (SEP 2015)	8
SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		9
5.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)	9
5.02	UTILITIES (APR 2011)	9
5.03	HEATING AND AIR CONDITIONING (SMALL) (OCT 2018) INTENTIONALLY DELETED	9
5.04	OVERTIME HVAC USAGE (SMALL) (SEP 2016) INTENTIONALLY DELETED	9
5.05	JANITORIAL SERVICES (SMALL) (SEP 2015)	9
5.06	SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015)	9
5.07	SELECTION OF PAPER PRODUCTS (APR 2015)	9
5.08	MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015) INTENTIONALLY DELETED	9
5.09	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)	9
5.10	RANDOLPH SHEPPARD COMPLIANCE (SMALL) (SEP 2015) INTENTIONALLY DELETED	10
5.11	INDOOR AIR QUALITY (OCT 2016) INTENTIONALLY DELETED	10
5.12	RADON IN AIR (OCT 2016) INTENTIONALLY DELETED	10
5.13	RADON IN WATER (JUN 2012) INTENTIONALLY DELETED	10
5.14	HAZARDOUS MATERIALS (SEP 2013)	10
5.15	MOLD (SIMPLIFIED) (OCT 2018)	10
5.16	OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015)	10
SECTION 6 ADDITIONAL TERMS AND CONDITIONS		11
6.01	SECURITY STANDARDS (SMALL) (SEP 2015)	11
6.02	MODIFIED LEASE PARAGRAPHS (OCT 2016) INTENTIONALLY DELETED	11

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. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- 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. INTENTIONALLY DELETED

1.02 ~~PUBLIC TRANSPORTATION (SMALL) (SEP 2015) 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) INTENTIONALLY DELETED~~

1.05 WAIVER OF RESTORATION (OCT 2018)

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 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 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.

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.

1.08 ~~ADJUSTMENT FOR REDUCED SERVICES (SMALL) (OCT 2018)~~ INTENTIONALLY DELETED

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 2017)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.

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

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

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

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

2.05 ~~ADHESIVES AND SEALANTS (OCT 2017)~~ INTENTIONALLY DELETED

2.06 ~~BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED

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.

2.10 ~~FIRE ALARM SYSTEM (SEP 2013)~~ INTENTIONALLY DELETED

2.11 ~~ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

2.12 ~~ELEVATORS (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED

2.13 ~~DEMOLITION (JUN 2012)~~

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) (OCT 2017)~~ INTENTIONALLY DELETED

2.16 ~~EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)~~ INTENTIONALLY DELETED

2.17 ~~WINDOWS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

2.18 ~~PARTITIONS: PERMANENT (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

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)~~ INTENTIONALLY DELETED

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 2018)~~ INTENTIONALLY DELETED

2.24 ~~RESTROOMS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

2.25 ~~PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016)~~

For new installations and whenever plumbing fixtures are being replaced, all fixtures must conform to EPA WaterSense. Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

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

2.27 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015) 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. INTENTIONALLY DELETED

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

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) INTENTIONALLY DELETED~~

2.31 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

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)~~ INTENTIONALLY DELETED**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 2015)~~ INTENTIONALLY DELETED**3.06 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED**

SECTION 4 TENANT IMPROVEMENT COMPONENTS

4.01 TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015)

- A. The Lease is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all demolition, shell upgrades, TIs, insurance, operating costs, taxes, parking, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this Lease. The Lessor will be required to design and build the TIs and will be compensated for the TI costs through the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste.
- B. The Government shall have the right to make lump sum payments for any or all TI work.

4.02 ~~FINISH SELECTIONS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.03 ~~WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)~~ INTENTIONALLY DELETED

4.04 ~~DOORS: SUITE ENTRY (SEP 2013)~~ INTENTIONALLY DELETED

4.05 ~~DOORS: INTERIOR (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.06 ~~DOORS: HARDWARE (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.07 ~~PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.08 ~~PAINTING – TI (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.09 ~~FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2017)~~ INTENTIONALLY DELETED

4.10 ~~HEATING AND AIR CONDITIONING (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.11 ~~ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

4.12 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)~~ INTENTIONALLY DELETED

4.13 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~ INTENTIONALLY DELETED

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's normal hours of operations are established as **7:00 AM to 5:00 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.

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 2018)~~ 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. Police sidewalks, parking areas, and driveways.

C. 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

D. 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)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

5.08 ~~MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

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 the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require 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. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA 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.

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

5.11 INDOOR AIR QUALITY (OCT 2016) INTENTIONALLY DELETED

5.12 RADON IN AIR (OCT 2016) INTENTIONALLY DELETED

5.13 RADON IN WATER (JUN 2012) 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 2018)

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.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 and all applicable state laws pertaining to mold remediation practices.

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)~~ INTENTIONALLY DELETED

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged 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 which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

~~**FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS. INTENTIONALLY DELETED**~~

SITES

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL

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.

POSTING OF REGULATORY SIGNAGE

The Government may post or request the Lessor to post regulatory, statutory and site specific signage at the direction of the Government.

LANDSCAPING

LANDSCAPING REQUIREMENTS

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc,) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

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.

SECURITY SYSTEMS

No requirements

~~STRUCTURE~~ INTENTIONALLY DELETED

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

~~ACCESS TO BUILDING INFORMATION~~ INTENTIONALLY DELETED

~~CYBERSECURITY (SHELL)~~ INTENTIONALLY DELETED

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Small Leases)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

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. 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. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed 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.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. 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:

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (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.

5. INTEGRATED AGREEMENT (JUN 2012)

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 part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs 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 costs 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; or
 - 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to

INITIALS: _____ & _____
LESSOR GOVERNMENT

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, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state 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 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.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

- (a) Definitions. As used in this clause—

"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 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).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. 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 Federal Acquisition Regulation 4.2104.

(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 subparagraph (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 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), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited 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.

(c) *Representation.* The Offeror or Contractor represents that it [] will or [] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

INITIALS: _____ & _____
LESSOR GOVERNMENT

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over \$35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALTERNATE III (JAN 2017) (Applicable to Leases over \$700,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$700,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (JUL 2013) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)

INITIALS: _____ & _____
LESSOR GOVERNMENT

FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (JUL 2016)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

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.

INITIALS: _____ & _____
LESSOR GOVERNMENT



Memorandum

File #: 20-00069

Community Redevelopment Agency

2/10/2020

DISCUSSION ITEM

FROM: Jared Moore, Chairperson

SUBJECT:

UPDATE ON HAWKSHAW REDEVELOPMENT AT 9TH AVENUE AND ROMANA STREET MILESTONES

SUMMARY:

At its December 2019 meeting, the CRA deemed it appropriate to request that Hawkshaw Development Group, LLC provide certain information pursuant to its agreement for development of the site at 9th Avenue and Romana Street to document that the project's development milestones have been met. Staff was directed to forward a letter to Mr. Robert Montgomery requesting this documentation. A letter was forwarded to Mr. Robert Montgomery on December 17, 2019. A response was requested by February 10, 2020.

The information requested includes:

1. A binding commitment for construction financing for the project, issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the Agreement
2. Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above
3. Evidence of the close of construction financing on the project
4. A copy of the final critical path schedule for construction of the project
5. Copies of the design documents for the project
6. Written notice of any proposed change in the management or voting control of the development entity (LLC) and/or team

PRIOR ACTION:

November 6, 2017 - CRA approved the development agreement/contract for sale of the Hawkshaw property to Robert Montgomery, LLC.

February 26, 2018 - The deed for sale of Hawkshaw property to Hawkshaw Developers, LLC was filed in Escambia County Official Records.

June 10, 2019 - The CRA approved extension of the commencement deadline for the Hawkshaw redevelopment project at 9th Avenue and Romana Street to September 30, 2019 and granted extension of the construction commencement deadline.

August 5, 2019 - The CRA approved the revised design plans, revised construction timeline and changes to the Hawkshaw Redevelopment, LLC. Development Team.

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

None

PRESENTATION: No