



# Organization of American States

## **AMENDMENT NO. 1**

**BID No. 03/16**

**REQUEST FOR PROPOSALS**

**FOR**

**SALE OF PROPERTY LOCATED AT 2600 16<sup>TH</sup> STREET, NW (PINK PALACE)  
WASHINGTON, DC, 20441**

**DEPARTMENT OF GENERAL SERVICES (DGS)**

**SECRETARIAT FOR ADMINISTRATION AND FINANCE (SAF)**

**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
(GS/OAS)**

**Department of Procurement Services**

**July 29<sup>TH</sup>, 2016**

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(RFP)**

**FOR**

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WASHINGTON, DC, 20441**

**DEPARTMENT OF GENERAL SERVICES (DGS)**

**SECRETARIAT FOR ADMINISTRATION AND FINANCE (SAF)**

**1. BACKGROUND**

The Organization of American States (OAS) is the world's oldest regional organization, dating back to the First International Conference of American States, held in Washington, D.C., from October 1889 to April 1890. That meeting approved the establishment of the International Union of American Republics, and the stage was set for the weaving of a web of provisions and institutions that came to be known as the inter-American system, the oldest international institutional system.

**2. OBJECTIVE**

The OAS is seeking competitive Proposals from investor or developers to purchase the property located at 2600 16<sup>th</sup> St., NW, Washington, DC, 20441, the Historic Landmark – known as the “Pink Palace” which has been listed on the National Register of Historic Places since 1991. The OAS seeks, but does not require, Proposals including a leaseback option for up to two (2) years following any Closing for purposes of conducting the move of current occupants to other suitable space.

The terms of the leaseback should be full service. Please address these terms in any Letter of Intent. Tenant will lease its space in its “as-is” condition, but any new Property Owner would be responsible for general maintenance.

**3. BUILDING INFORMATION**

3.1 The “Pink Palace” office building is located at 2600 16th St., NW, Washington, DC, 20441, designed as a residence in the Venetian Late Gothic Revival Style, consists of four story building with two and three story wings to the north and west. The property is registered in the National Register of Historic Places and is privately owned.

3.2 The historic building was built in 1905/1906 by Architect George Oakley Totten, Jr. The OAS constructed an office annex addition in 1988. The Property includes **0.82 acres** of land, with split zoning of R-5-D & R-5-B. The property is mixed zoned with approximately 66% (25,211 SF) of the property falling under a R-5-D zoning and approximately 33% (12,605 SF) of the property falling under a D (Diplomatic) R-5-B Zoning.

3.3 There is no debt on the Property.

- **Property:** The Pink Palace
- **Property Address:** 2600 16<sup>th</sup> St., NW, Washington, DC, 20441
- **Property Type:** Class B
- **Owner:** Organization of American States (property assessment as Pan American Union & International Organization)
- **Property Type:** Office Building
- **Assessor's Parcel Number:** 2575-0000-0031

❖ **SITE DESCRIPTION**

- **Property Land Size:** 37,817 SF (includes 4 Lots)

<u>Lot</u>	<u>Lot Area</u>
0031	35,521 SF
0818	1,500 SF
0846	439 SF
0848	357 SF

**Total Lot Area 37,817 SF**

- **Type of Ownership:** Fee Simple
- **Floor Area Ratio (FAR):** 3.5 / Maximum Height of 90 Feet
- **Zoning:** Split zoning of R-5-D & R-5-B
- **Parking:** 35 spaces
- **Street Frontage:** 150 Feet on 16<sup>th</sup> Street
- **Cross Street:** Euclid Street
- **Traffic Counts (Vehicle per Day):** 30,000 Cars per Day along 16<sup>th</sup> Street
- **Highway Access:** N/A
- **Land for Additional Development:** 50,000 Buildable SF
- **County:** District of Columbia
- **Census:** 3
- **Tract:** 3800
- **Lot:** 31

<b>FLOOR</b>	<b>GROSS BUILDING AREA (ft2)</b>	<b>FLOOR USABLE AREA (ft2)</b>	<b>FLOOR COMMON AREA (ft2)</b>	<b>BUILDING COMMON AREA (ft2)</b>	<b>TOTAL RENTABLE AREA (ft2 )</b>
Basement	4,789	2,741	1,395	481	3,767
1st Floor	6,038	3,144	1,931	762	4,248
2nd Floor	9,721	6,386	2,065		427
3rd Floor	7,352	3,815	2,326		6,802
4th Floor	5,600	3,037	1,359		5,415
<b>TOTAL</b>	<b>33,500</b>	<b>19,122</b>	<b>9,075</b>	<b>1,243</b>	<b>20,658</b>

❖ **CONSTRUCTION**

- **Year Built/ Renovated: 1905/1906/1988**
- **Gross Building Area: 33,500 SF**
- **Construction Type: Cinder Block / Brick**
- **Number of Floors: Varies**
- **Floor Plate Size: 7,142 Square Feet**
- **Parking Surface: Asphalt**

❖ **MECHANICAL**

- **Elevator: Yes**

❖ **2016 Tax Assessment (See Appendix 3)**

Improvements:	\$6,892,470
Land:	<u>\$7,992,230</u>
Total Value	\$14,884,700

❖ **Zoning Ordinance**

The Property falls under the following Zoning Ordinance:

Zone District R-5-D, D/R-5-B

Overlay: D (Diplomatic)

Historic Landmark: "Pink Palace"

**R-5-D / R-5-B Zoning:**

R-5-D Zoning permits matter-of-right medium/high density development of general residential uses, including single-family dwellings, flats, and apartment buildings, to a maximum lot occupancy of 75% (20% for public recreation and community centers), a maximum FAR of 3.5 and a maximum height of ninety (90) feet (45 feet for public recreation and community centers). Rear yard requirements are not less than fifteen (15) feet.

R-5-B Zoning permits matter-of-right moderate development of general residential uses, including single family dwellings, flats, and apartment buildings, to a maximum lot occupancy of 60% (20% for public recreation and community centers), a maximum FAR of 1.8, and a maximum height of fifty (50) feet (90 feet for schools and 45 feet for public recreation and community centers), Rear yard requirements are not less than fifteen (15) feet.

**Diplomatic Overlay:**

The Diplomatic (D) Overlay District was established to implement the Foreign Missions Act and is

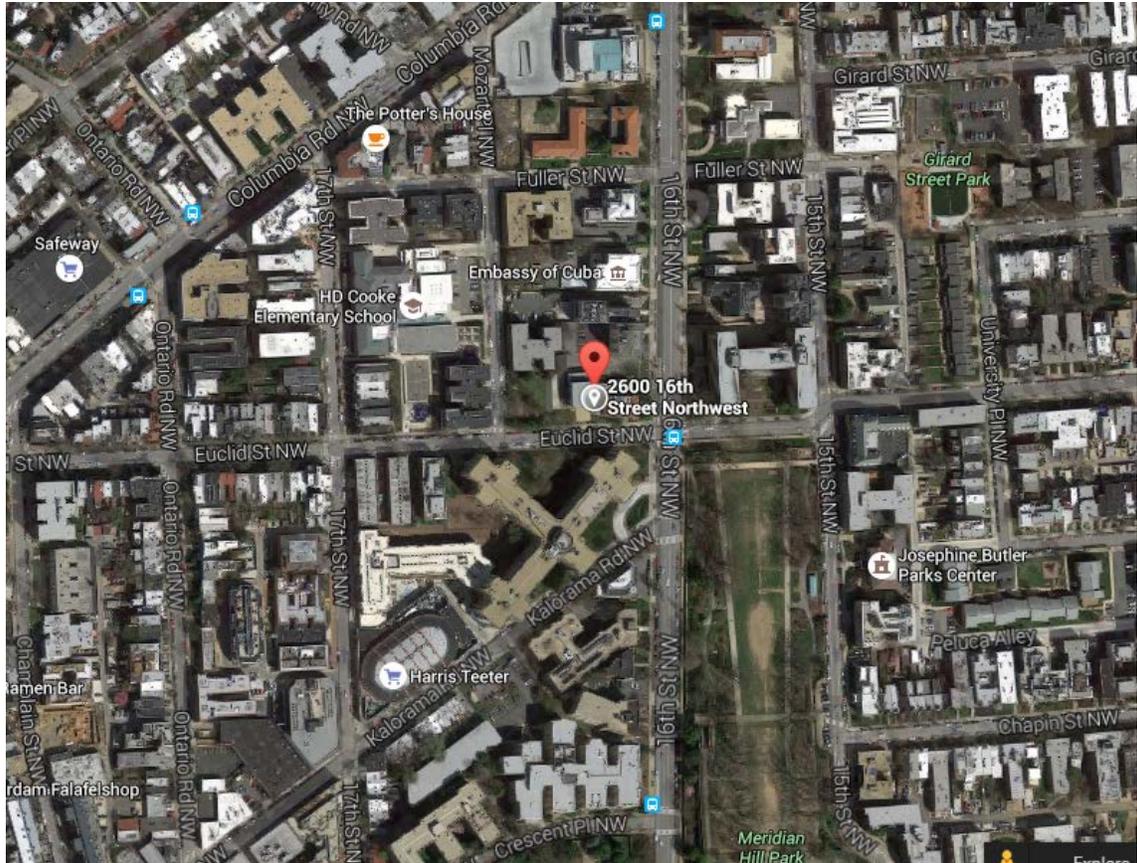
mapped at suitable locations in the District pursuant to the Act and the Foreign Missions and International Organizations element of the Comprehensive Plan. The overlay allows for the location of a chancery, if not disapproved by the Board of Zoning Adjustment (BZA). In rendering a decision, the BZA considers the international obligation of the United States to facilitate the provision of adequate and secure facilities for foreign missions in the Nation's Capital; historic preservation and its compliance with District of Columbia and federal regulations governing historic preservation; and the adequacy of parking, security, the municipal interest (as determined by the Mayor) and federal interest (as determined by the Secretary of State). For more information, see Chapter 10 of the Zoning Regulations.

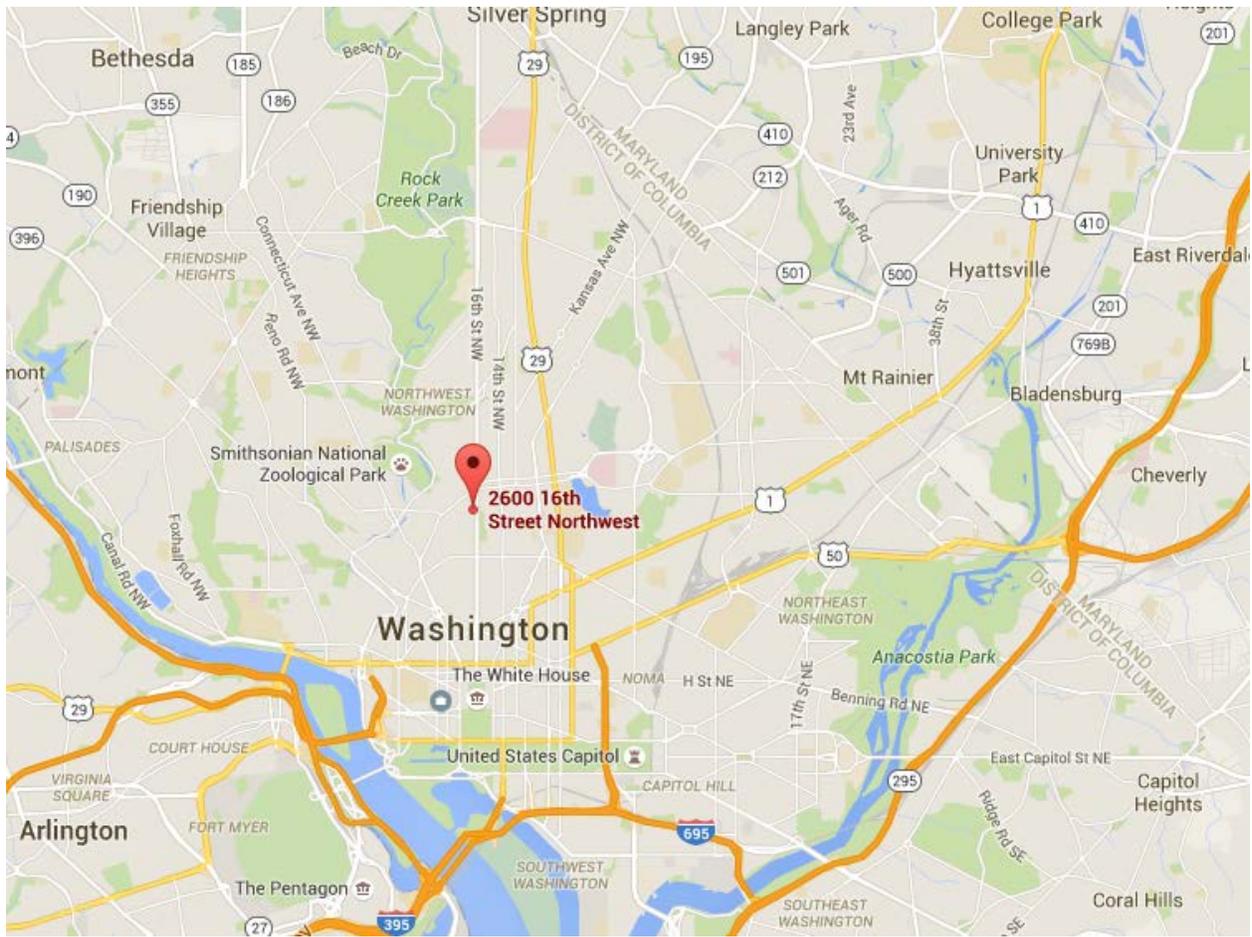
**Historic Landmark "Pink Palace":**

2600 16<sup>th</sup> Street, NW was built in 1906 and designed by architect George Oakley Totten. Additions were made to the house in 1912 and 1988. The building was known as the "Pink Palace" and also the "Mrs. Marshall Field House." It was listed on the National Register of Historic Places in 1991.



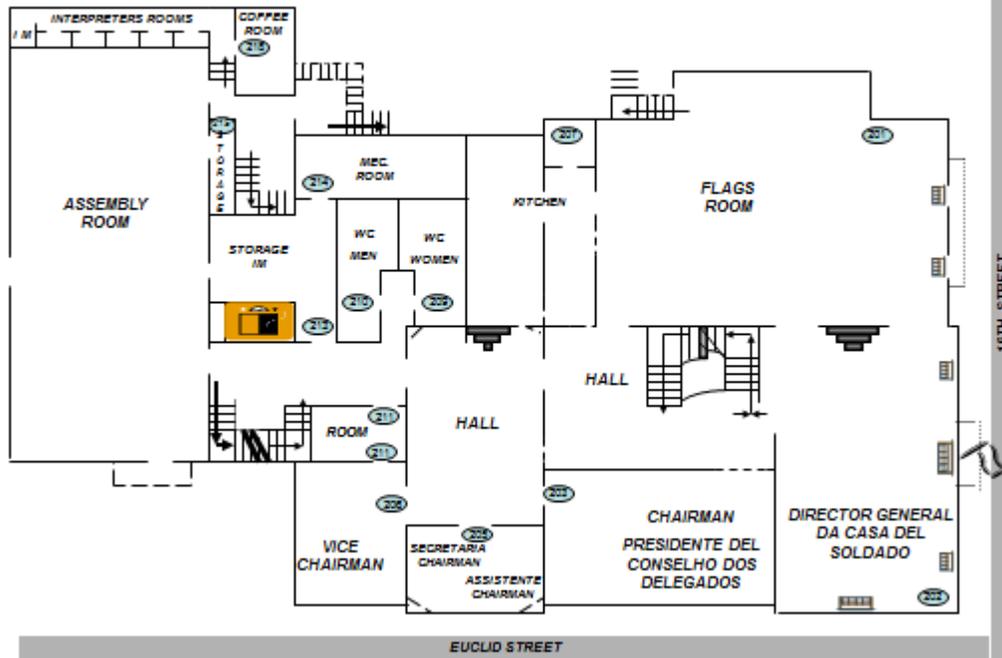




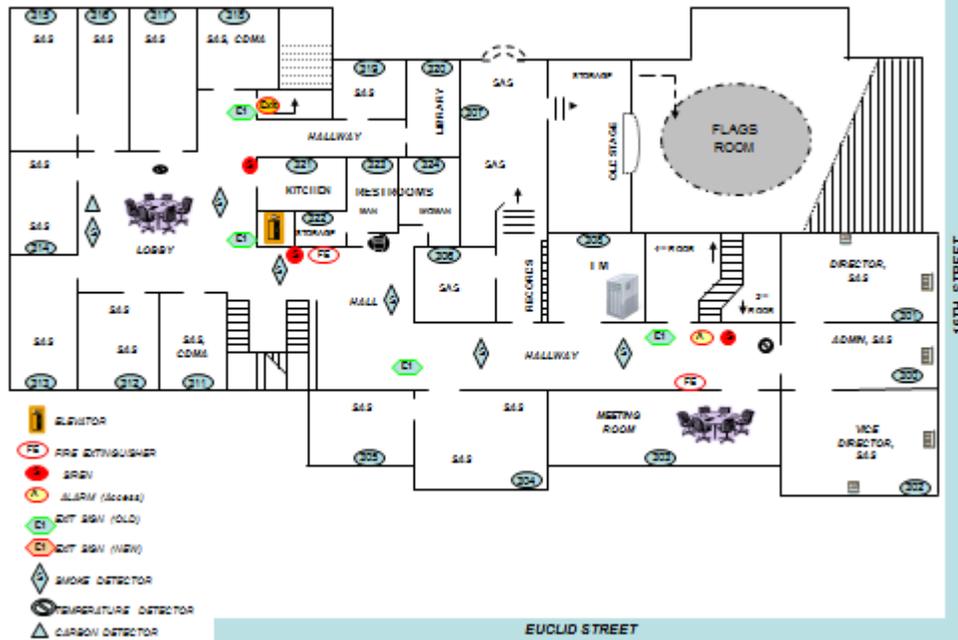




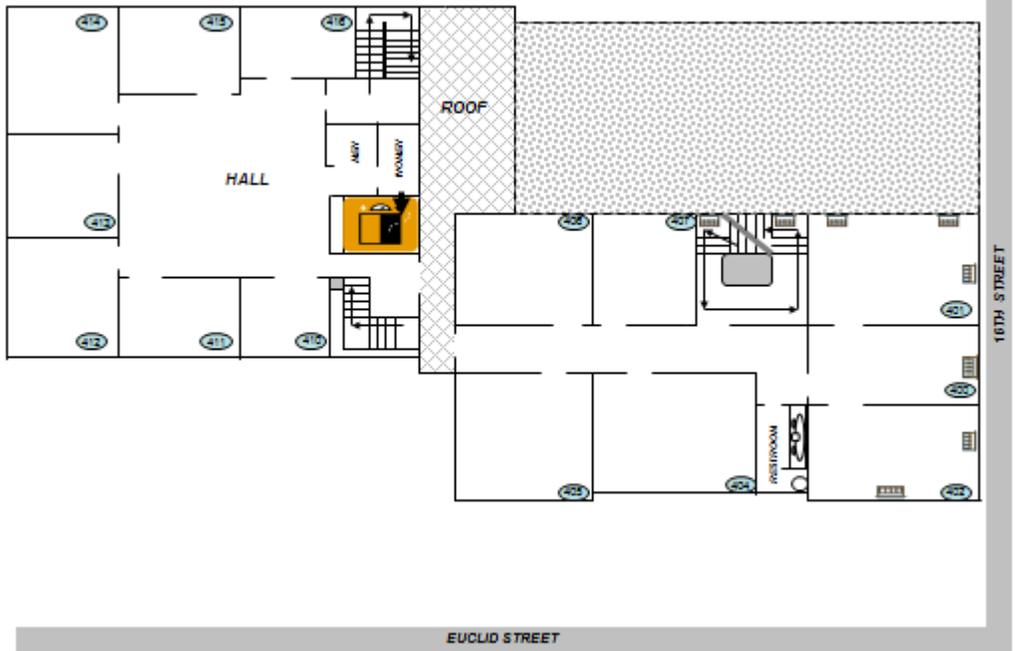
### IADB 2nd FLOOR



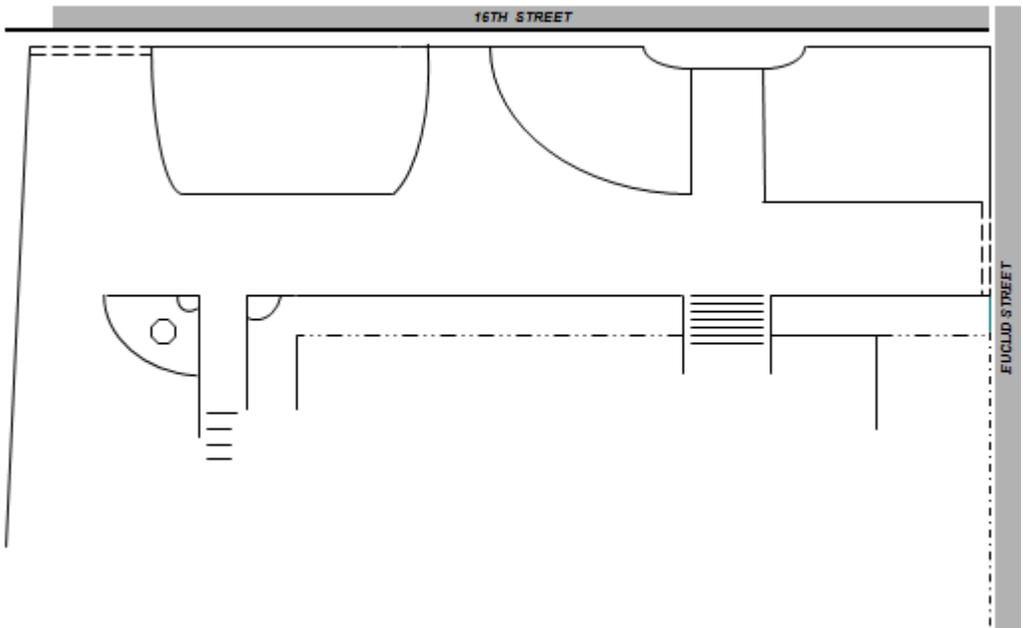
### IADB 3th FLOOR



### IADB 4th FLOOR



### GARDEN



3.4 This RFP does not in any manner whatsoever constitute a commitment or obligation on the part of GS/OAS to accept any Proposal, in whole or in part, received in response to this RFP, nor does it constitute any obligation by GS/OAS to sell any goods or services.

#### 4. GOVERNING LAW

The selection process of Buyer is regulated by:

- 4.1 This RFP.
- 4.2 The Procurement Contract Rules of the General Secretariat of the Organization of American States (GS/OAS), approved by Executive Order No. 00-1.
- 4.3 The Performance Contract Rules, approved by Executive Order No. 05-04, Corr. No. 1.
- 4.4 The Executive Orders, memoranda and other dispositions and official documents of the GS/OAS applicable to this process.

#### 5. Walk-Thru Inspection and Pre-Bid Conference

- 5.1 Prospective Bidders interested in submitting a Proposal are required to attend a mandatory walk-thru inspection of the GS/OAS facilities with representatives of the GS/OAS **on August 1<sup>st</sup>, 2016, at 10:00 am**. Those firms interested will meet in the Lobby of the Building located at 2600 16th St., NW, Washington, DC, 20441. A mandatory pre-bid conference will be held immediately after the walk-thru. Please confirm your assistance.
- 5.2 Scheduling of an alternate walk-thru date may be considered by the GS/OAS on a case by case basis. Firms that are unable to attend the **August 1<sup>st</sup>, 2016** walk-thru date may request an alternate walk-thru date, which the GS/OAS at its sole discretion may grant or deny. The alternate walk-thru date may be requested by telephoning the Department of Procurement Services (DP) at 202-370-9704 / 9873, Valentina Castro, and by email to: [VCastro@oas.org](mailto:VCastro@oas.org) with a copy to [eparada@oas.org](mailto:eparada@oas.org).
- 5.3 The GS/OAS will not consider Proposals from any firm which has not participated in the walk-thru and the pre-bid conference. Failure to inspect the GS/OAS facilities prior to bidding will result in the disqualification of any subsequent Proposal.
- 5.4 Attendance to the mandatory walk-thru and pre-bid conference is to be confirmed by telephoning DP at 202-370-9873, Valentina Castro, and by e-mail to: [VCastro@oas.org](mailto:VCastro@oas.org) with a copy to [eparada@oas.org](mailto:eparada@oas.org).

#### 6. BROKERAGE COMMISSIONS

**The payment of any brokerage commission pursuant to this proposed transition must be paid for by the Purchaser.**

#### 7. BIDDERS' INQUIRIES

- 7.1 Bidders may submit any inquiry or request for more information and clarification regarding technical specifications in this RFP no later than five (5) business days prior to the bid closing date.

- 7.2 The requests must be submitted in a written format to the attention of Mr. Alex Grahammer, Director of the Department of Procurement Services (DP) and a.i. Director of the Department of General Services, by e-mail to: [OASBIDSubmit@oas.org](mailto:OASBIDSubmit@oas.org), [eparada@oas.org](mailto:eparada@oas.org) with copies to [VCastro@oas.org](mailto:VCastro@oas.org) .
- 7.3 The responses to these requests will be submitted in written format to all Bidders no later than three (3) business days before the bid closing date.

## 8. PROPOSAL SUBMISSION

### 8.1 Submittal Format

- 8.1.1 Proposals shall be submitted in hardcopy and electronic version. The proposal in hardcopy needs to be divided in two envelopes containing the 1<sup>st</sup> Envelope “The Price Proposal” and the 2<sup>nd</sup> Envelope the Legal Documentation required in Section 6.2.3.
- 8.1.2 The Proposals shall be submitted in hard copy: one (1) original and one (1) copy. The sealed envelope containing Bidder’s Proposal shall be labeled:

OAS - GS/OAS BID No. 03/16 – **SALE OF PROPERTY LOCATED AT 2600 16TH STREET, NW (PINK PALACE) WASHINGTON, DC, 20441** \_\_\_\_\_ (*Bidder’s Name*)

- 8.1.3 The Proposals shall be delivered to:

The General Secretariat of the Organization of American States  
 Department of Procurement Services  
 1889 F Street, N.W., 4<sup>th</sup> Floor  
 Washington, DC 20006  
 USA

Additionally, the Proposals shall be submitted by electronic mail to the attention of Mr. Alex Grahammer, Director of the Department of Procurement Services (DP) and a.i. Director of the Department of General Services. Proposals sent by e-mail should be in PDF format, sent to [OASBIDSubmit@oas.org](mailto:OASBIDSubmit@oas.org), [eparada@oas.org](mailto:eparada@oas.org) with copies to [VCastro@oas.org](mailto:VCastro@oas.org). The electronic proposal must not exceed 15 MB in total size due to OAS e-mail restrictions. Should the electronic bid package exceed 15 MB in size, the bidder should divide the submission into two or more emails.

- 8.1.4 The Proposals shall be signed by the Bidder’s legal representative.
- 8.1.5 The Proposals shall remain valid and open for acceptance for a period of at least ninety (90) calendar days after the date specified for receipt of proposals. The term of validity of the Proposals must be expressly stated in the same Proposal.

- 8.1.6 By submitting a Proposal, the Bidder gives express warranty of its knowledge and acceptance of this RFP and the rules and conditions that govern the bidding process. Likewise, the Bidders shall warrant the accuracy and reliability of all information they submit in this procurement process.
- 8.1.7 The Bidders shall bear any and all costs or expenses associated with or incurred in the formulation or development of a Proposal in response to this RFP.

## **8.2 Required Documents and Formats in the Proposals**

### **8.2.1 Content of the Price Proposal:**

The Bidders shall submit a Price Proposal expressed in US Dollars (US\$), in numbers and in words, in accordance with the Offer to Purchase (**See Appendix 2**) of this RFP.

### **8.2.2 Purchase Price:**

The Purchase price must be paid by certified or cashier's check payable to the General Secretariat of the Organization of American States (GS/OAS) and must include a cash component. Terms and conditions may be part of offer the GS/OAS may wish to consider.

#### ***Other information***

- a) Information of Bidder's point(s) of contact. Provide the name, position, telephone number, and email of the person or persons serving as coordinator(s) or focal point(s) of information concerning this bidding process.
- b) Other documentation and/or information that supports each of the technical evaluation factors as per Section 7.4.1, a) of this RFP.

### **8.2.3 Legal Documentation:**

- a) A copy of the certificate of incorporation of the Bidder.
- b) A copy of the Bidder's bylaws.
- c) A copy of the Bidder's license to do business in the corresponding jurisdiction (if required under the law of the duty station where the work is to be performed).
- d) A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- e) A copy of the Bidder's latest general balance sheet of 2015; and copy of the Bidder's latest three (3) audited financial statements, for the years 2013, 2014 and 2015. These financial statements must be signed and/or appropriately certified by the Chief Financial Officer of the Bidder.

## **8.3 Closing Date for Receipt of Proposals**

- 8.3.1 Both the sealed and electronic proposals must be received by the GS/OAS no later than close of business (COB), **5:30 p.m. EST, August 11<sup>th</sup>, 2016**.
- 8.3.2 Proposals submitted after the deadline will not be considered.

## **8.4 Limited Use of Data**

If the Proposal includes data that the Bidder does not want to disclose to the public for any purpose or used by the GS/OAS except for evaluation purposes, the Bidder shall include in its Proposal a statement signed by its legal representative with the following legend:

### *USE AND DISCLOSURE OF DATA*

*This Proposal includes data that shall not be disclosed outside the GS/OAS and shall not be duplicated, used, or disclosed— in whole or in part—for any purpose other than to evaluate this Proposal. If, however, a contract is awarded to this Bidder as a result of—or in connection with—the submission of this data, the GS/OAS shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the GS/OAS' right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].*

## **9. EVALUATION**

### **9.1 Evaluation Authority**

The Proposals will be evaluated by the Contract Awards Committee (CAC) of the GS/OAS.

### **9.2 Requests for Clarifications**

- 9.2.1 To enhance the CAC's understanding of Proposals, allow reasonable interpretation of the Proposal, or facilitate the CAC's evaluation process, the CAC may submit, in writing, any inquiry or request to the Bidder or Bidders for explanation, substantiation or clarification of certain aspects of the Bidder's Proposals.
- 9.2.2 Likewise, during the evaluation process, the CAC may offer the Bidder or Bidders an opportunity to eliminate minor irregularities, informalities, or apparent clerical mistakes in its Proposals.
- 9.2.3 Requests for clarifications shall not be used to cure Proposal deficiencies or material omissions that materially alter the technical or cost elements of the Proposal, and/or otherwise revise the Proposal. Information provided by the Bidder that was not expressly solicited by the CAC through a request for clarification will not be considered during the evaluation.
- 9.2.4 Inquires or requests for clarification will be addressed to the point of contact indicated by the Bidders in its Proposal.

### **9.3 Award Criteria**

9.3.1 The CAC will review, evaluate, and compare all Proposals according to, but not necessarily limited to, the following criteria:

a) Technical Criteria:

1. **Responsiveness.** Whether the Bidder's Technical Proposal conforms in all material respects to the RFP.
2. **Relevant experience with similar sized properties.**
3. **References Check.** The GS/OAS will request performance information from Bidder's previous clients.
4. **Funding**

b) Price Criteria:

1. Price Proposal.

#### **9.4 Discussions and Negotiations**

Before awarding the Contract, the GS/OAS may choose to negotiate the terms, conditions and deliverables of the Contract with the Bidders that, in the opinion of GS/OAS, are within the competitive range. After the negotiations, the GS/OAS will issue a request for Best and Final Offer (BAFO) so those Bidders will have the opportunity to revise or modify its initial Price Proposal. The CAC shall analyze and rate those BAFOs using the evaluation factors set forth in paragraph 7.4.

#### **10. AWARD**

The award will be notified to the winning Bidder. Such communication shall not be construed as a Contract with the GS/OAS. The award is contingent upon the winning Bidder's acceptance of the terms and conditions of the proposed Contract, which will be drafted by the GS/OAS based on this RFP and the winning Proposal. Consequently, the Contract shall come into effect when signed by both GS/OAS and the duly authorized representative of the winning Bidder.

#### **11. CONTRACTUAL TERMS AND CONDITIONS**

##### **11.1 Mistakes**

11.1.1 Bidder shall be liable for improper or incorrect use of the data collected or information disclosed to Bidder by GS/OAS in connection with its Proposal, and/or in connection with any subsequent contract negotiations between GS/OAS and the Bidder.

11.1.2 The data and related information are legal documents and are intended to be used as such.

- 11.1.3 Bidder takes full responsibility for any errors or mistakes with respect to its bid proposal. Bidder has used its best efforts to ensure the accuracy, reliability and completeness of its proposal, and agrees that any cost of any modification of proposal or contract terms based on Bidder's error in the information it has provided with its proposal shall be borne solely by Bidder.

## **11.2 Privileges and Immunities**

- 11.2.1 Nothing in the Contract shall constitute an express or implied agreement or waiver by the GS/OAS, the OAS, or their personnel of their Privileges and Immunities under the OAS Charter, the laws of the United States of America, or international law.
- 11.2.2 Bidder is not entitled to any of the exemptions, privileges or immunities, which the GS/OAS may enjoy arising from GS/OAS status as a public international organization.

## **11.3 Due Diligence and Information on the Contract**

- 11.3.1 By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiar with the requirements and specifications of the Contract in their entirety. This includes familiarity with the Contract Documents attached to the RFP, with all current equipment, labor, material market conditions, and with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations under the Contract.
- 11.3.2 By submitting a Proposal, the Bidder also accepts that it will not make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the Contract, or because of any information which is known or should have been known to the Bidder.

**APPENDIX 1**

**ACCEPTANCE OF THE CONTRACTUAL TERMS AND CONDITIONS STATEMENT**

General Secretariat of the Organization of American States  
1889 F Street, N.W., 4<sup>th</sup> Floor,  
Washington, D.C. 20006  
USA

Attention: Department of Procurement Services

Subject: GS/OAS BID No. 03/16 - SALE OF PROPERTY LOCATED AT 2600  
16TH STREET, NW (PINK PALACE) WASHINGTON, DC, 20441

I \_\_\_\_\_, representative of \_\_\_\_\_ (*Bidder's name*), declare that that \_\_\_\_\_ (*Bidder's name*) has read, understood and accepted the Contractual Terms and Conditions as per Section 9 of the Request of Proposals of the BID 03/16.

Sincerely,

\_\_\_\_\_

**APPENDIX 2**  
**RFP – BID 03/16**  
**SALE OF REAL PROPERTY OFFER TO PURCHASE**  
**WITH LEASEBACK OPTION FOR UP TO ONE YEAR**

**TO:** The General Secretariat of the Organization of American States  
1889 F St. NW, 4<sup>th</sup> Floor – Department of Procurement Services  
Washington, DC, 20006

\_\_\_\_\_ herein called the Buyer, hereby offer(s) and agree(s) to purchase, with an option to leaseback the property for up to two years, from The General Secretariat of the Organization of American States, hereinafter called the Seller, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment[s], and easements, encumbrances, and other matters of record, and to all zoning, building, or other Laws or Ordinances, the following described property.

The following legal description is written to precisely define the property:

**2600 16<sup>th</sup> Street, NW, Washington, DC, 20441**

The entire parcel described above contains **0.82 Acres** of land with split zoning of R-5-D & R-5-B and two buildings with a combined square footage of 28,536 more or less. Possession shall be given upon closing. The Seller shall transfer the entire parcel as described above to the party signing the Offer to Purchase. All terms, covenants, and provisions of this instrument shall survive closing of title and delivery of the quitclaim deed. Closing shall be within ninety (90) days of acceptance of this agreement, unless otherwise agreed to by the parties. This sale is subject to approval by the GS/OAS, and the Seller reserves the right to reject any and all offers.

**SUBMITTAL:** To ensure proper identification and handling, submit offer in a sealed envelope. This may be hand-delivered or mailed, and must be delivered by the date and time due to:

The General Secretariat of the Organization of American States  
Department of Procurement Services  
1889 F. St., NW, Washington, DC, 20006

Timely delivery of the offer shall be the sole responsibility of the Bidder. Late offers, as determined by the Seller's time/date recorder, will not be accepted. All offers submitted shall remain valid for a period of 90 calendar days from the opening date of the RFP.

**OFFER TO PURCHASE**

Buyer's Name \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

Method of Payment:

- \_\_\_\_\_ A. Certified Check
- \_\_\_\_\_ B. Cashier's Check
- \_\_\_\_\_ C. Other (specify) \_\_\_\_\_

If a Note is to be carried back, the terms of said Note including interest rate and term must be specified, with a Mortgagee policy showing Seller as first lienholder on Deed of Trust. \*Personal guarantee(s) from responsible individual(s) may be required if Buyer is an entity which has an inadequate financial history.

Total amount offered \$ \_\_\_\_\_  
Earnest Deposit: \$ \_\_\_\_\_  
Balance due on or before closing \$ \_\_\_\_\_  
(Certified or Cashier's Check)

**ATTACH CERTIFIED OR CASHIER'S CHECK EARNEST DEPOSIT**

\_\_\_\_\_  
Print or Type Name of Buyer(s)

\_\_\_\_\_  
Address (Street, City, State and Zip Code)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Buyer(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (if applicable)

\_\_\_\_\_  
Address (Street, City, State and Zip Code)

\_\_\_\_\_  
Area Code and Telephone Number

**PROPERTY NARRATIVE  
PROPOSAL RESPONSE FORM  
For 2600 16<sup>th</sup> Street, NW, Washington, DC, 20441**

---

Print or Type Name of Buyer(s)

---

---

Address (Street / City, State and Zip Code)

---

---

Area Code and Telephone Number

---

CATEGORIES (1 thru 9)

**1. Name of Purchaser/Developer:**

Please list legal entities, address, and contact information.

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**2. Background of Purchaser/Developer**

Please include resumes for all principals.

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**3. Vision for redeveloping site**

Please include description of the proposed structure.

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(Use additional sheets, if necessary)

**4. Experience with similar sized projects**

Please describe a similar property that your company has developed.

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**5. Purchase Terms**

Please include purchase price, deposit, feasibility study period, and closing terms.

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**6. Realistic Timeline for Approvals**

Please include timing for:

- LOI Execution
- Contract Negotiation
- Initial Study Period
- Balance Period for Approvals
- Balance of Construction Documents
- Construction

**7. Funding**

Please include terms of funding.

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**8. Proposed Team**

Please include Developer, Architect, Contractor, Financing, and Land Use/Zoning Counsel.

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**9. Existing Tenant**

The Inter-American Board (Tenant) currently occupies the entire building. Tenant requires a leaseback for up to two (2) years following any Closing for purposes of conducting its move to other suitable space. The terms of the leaseback should be full service. Please address these terms in any Letter of Intent.

Tenant will lease its space in it's "as-is" condition, but any new Property Owner would be responsible for general maintenance.