

U.S. GOVERNMENT SUBLEASE FOR REAL PROPERTY  
(Short Form)

1. LEASE NUMBER  
GS-11B-02199

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

1. The Government of the United States of America is seeking to sublease approximately 3,106 rentable square feet of warehouse space located in 3361 D-H 75<sup>th</sup> Avenue, Landover, MD 20785 for occupancy not later than 9/1/2010 (date) for a term of 60 months. Rentable space must yield a minimum of 3,100 to a maximum of 3,200 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
2. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS 3/8/2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

3. The following standard conditions and requirements shall apply to any premises offered for sublease to the UNITED STATES OF AMERICA (the GOVERNMENT):
  - a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
  - b. The Sublessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
  - c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
  - d. The Building and the subleased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
  - e. The subleased 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.
  - f. Services, utilities, and maintenance will be provided daily, extending from 9:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the subleased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
  - g. The Subessor shall complete any necessary alterations within \_\_\_\_\_ days after receipt of approved layout drawings.
  - h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

4. SERVICES AND UTILITIES (To be provided by Sublessor as part of rent)

<input checked="" type="checkbox"/> HEAT - See Section 5(b) below	<input checked="" type="checkbox"/> TRASH REMOVAL - See Section 5(e) below	<input type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below) _____
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER - See Section 5(g) below	<input type="checkbox"/> WINDOW WASHING -	<input checked="" type="checkbox"/> PAINTING FREQUENCY - See Section 5(f) below	Space _____
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING - See Section 5(b) below		Public _____	Areas _____
<input checked="" type="checkbox"/> WATER (Hot & Cold) - See Section 5(g) below	<input checked="" type="checkbox"/> TOILET SUPPLIES - See Section 5(g) below	<input type="checkbox"/> CARPET CLEANING		
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. - See Section 5(g) below	Frequency _____		

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## 5. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

- MSK*  
*CS*
- a. The Government shall sublease 3,106 usable square feet of space as outlined in Exhibit A attached hereto. The annual rate set forth in Part II, Section C below shall be fixed for the term. The Government shall be responsible for no additional cost associated with this Sublease (i.e. no pass-through's due to increases in the Consumer Price Index or increases in real estate taxes) with the exception of those services outlined in Section 5 (i) below.
  - b. ~~The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.~~ Space shall be provided in its existing condition; no alteration shall be performed in this space. The space shall meet the following requirements:
    1. The space shall be secure and climate-controlled, 24 hours a day, 7 days a week. Specifically, the temperature shall be kept in a range of 60 – 70 degrees Fahrenheit with 45-55% relative humidity, plus/minus 5%.  
The space shall be a separate caged area with locked and secure access; a set of keys to the cage should be provided.
    2. The space must not be visible from the outside; meaning the space should have all four sides covered so that the interior space is not visible from the outside.
    3. The space must have electrical outlets for future work.
    4. The facility in which the space is located must have an [REDACTED] with [REDACTED]  
[REDACTED] Security procedures should be established in-house, with [REDACTED]. The [REDACTED] must be directly tied into a [REDACTED]
    5. The space must be pest-free with an established maintenance schedule.
    6. The space must have the capability to provide good lighting, a work table and two chairs as requested in advance for on-site work by the tenant's curatorial staff.
  - c. The Sublessor shall transport and move all items under Government control from the Artex storage facility at 8712 Spectrum Drive, Landover, MD to the leased premises at no additional charge [The Government shall be responsible to ensure the items are prepared for transport.] The Sublessor shall also prepare for transport and move all items under Government control currently located at 3341 DD 75<sup>th</sup> Avenue, Landover, MD to the leased premises at no additional charge.
  - d. Regarding Trash Removal in Part I, Section 4 hereinabove, Sublessor shall provide a common dumpster in the parking lot outside the leased premises, which shall be emptied once per week.
  - e. Painting Frequency in Part I, Section 4 hereinabove shall be as needed, per Sublessor's reasonable discretion.
  - f. Water, Chilled Drinking Water, Toilet Supplies, and Janitorial Serv. & Supp. in Part I, Section 4 hereinabove shall only be provided in the existing common office/bathroom area located within the warehouse building that shall be accessible to all the building tenants.
  - g. Sublessor can provide a reasonable level of handicap access, via truck lift gate, upon 24 hours prior notice.
  - h. The Sublessor is responsible for providing the art-handling, moving and storage services outlined in the specifications in Exhibit B attached hereto. It is understood and agreed to by both parties to this Sublease that the cost for services provided in Exhibit B are not included in the annual rent set forth in Part II, Section C below. These services shall be paid for directly by the tenant agency to the Sublessor.

**6. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**

## 7. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - ☐ APPROXIMATELY EQUAL TO PRICE
  - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - ☐ (Listed in descending order, unless stated otherwise):



## A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR SUBLEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)	2. LOCATION(S) IN BUILDING	
Ardmore Industrial 3361 D-H 75 <sup>th</sup> Avenue Landover, Maryland 20785-1510	a. FLOOR(S) 1	b. ROOM NUMBER(S) N/A
	c. SQ. FT. RENTABLE 3,106 ABOA 3,106 Common Area Factor 1.00	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> WAREHOUSE

## B. TERM

3. To have and to hold, for the term commencing on September 1, 2010 and continuing through August 31, 2015 inclusive. The Government may terminate this lease in whole or in part at any time on or after \_\_\_\_\_, by giving at least \_\_\_\_\_ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

## 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.

5. AMOUNT OF ANNUAL RENT \$92,061.84	7. HVAC OVERTIME RATE PER HOUR - N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Bank information:  [REDACTED] ABA# [REDACTED] Account# [REDACTED] Beneficiary: U.S. Art Company, Inc. 66 Pacella Park Drive Randolph, MA 02368 Tel: (781) 986-6500 Fax: (781) 986-6533
6. RATE PER MONTH \$7,671.82		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.) Mark S. Lank CEO 66 Pacella Park Drive. Randolph MA 02368

9b. TELEPHONE NUMBER OF OWNER 781-986-6500	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING X OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Mark S. Lank	11b. TITLE OF PERSON SIGNING CEO

CEO msl



11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT

11d. DATE  
6/10/2010

*Mark*

**PART III - 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) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Exhibit A – Floor Plan of Offered Space

Exhibit B – Tenant Agency's Specifications for Moving and Storage Services

Exhibit C – Prime Lease between Lessor and Sublessor

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

3a. NAME OF CONTRACTING OFFICER (Type or Print)

C. Elizabeth Spivcy

3b. SIGNATURE OF  
CONTRACTING OFFICER

*C. Elizabeth Spivcy*

3c. DATE

8/25/10