

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)	1. LEASE NUMBER GS-09B-02731
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PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 2,185 rentable square feet of Office space located in Ontario, CA for occupancy not later than May 30, 2011 for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 1,700 to a maximum of 2,090 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment. Tenant requires four (4) surface parking spaces.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS Monday September 20, 2010 (Close of business is 4:30pm PST).

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease 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 Lessor 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 6th 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 leased 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 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.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. If the operating costs are subject to adjustment, then the escalation base for Operating Costs is established at \$6.06/annum.
- h. The Lessor shall complete any necessary alterations within 60 working days after receipt of approved layout drawings.
- i. 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.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

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

6. OTHER REQUIREMENTS

a. Offerors should also include the following with their offers:

1) Attachments are listed below:

- Form 3516A – Solicitation Provisions
- Form 3518A – Representations and Certifications
- Form 3517A – General Clauses
- Pre-Lease Building Security Plan
- Seismic Certification (if applicable)
- Form 12000 or 12001 – Pre-Lease Fire & Life Safety Evaluation with a CAD/PDF of the space

b. An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that

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there is no practicable alternative.

- c. The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking shall be available at a ratio of 1 space for every 1,000 rentable square feet of Government demised area.
- d. Location Amenities: A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not to exceed a walkable 1/2 mile, as determined by the contracting officer. To meet this requirement, amenities must be existing or the Offeror must demonstrate, to the reasonable satisfaction to the Government (i.e. through evidence of signed leases, construction contracts, etc.), that such amenities will exist by the Government's required occupancy date. The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government.
- e. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/4 mile, as determined by the contracting officer. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/4 mile], as determined by the contracting officer. The Offeror shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.
- f. SEISMIC SAFETY FOR EXISTING CONSTRUCTION (REGION 9 – SEP 2008)
- A. Definitions, for the purpose of this paragraph:
1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
 2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
- "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>
4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
 5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment B, together with any required attachments.
 6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
 7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
 8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
- B. Offers to lease space totaling 10,000 Rentable Square Feet or less are exempt from the Seismic Standards unless the space is in a building with an Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame structural system. If the offer is exempt from the Seismic Standards, the Offeror shall include in its offer a statement that the building type of the offered building is not Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame. Offers qualifying under this exemption will be evaluated on an equal basis with offers that meet the Seismic Standards.
- C. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make the award to the Offeror whose building meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.
- D. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.
1. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
- (a) If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
- (b) The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
2. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.
- g. TENANT IMPROVEMENTS
- 1) Tenant Improvement Allowance
 - (a) The Tenant Improvement Allowance is \$47.13 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall

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be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

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

h. JANITORIAL SERVICES (AUG 2008)

- 1) Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Solicitation.
- 2) **SELECTION OF CLEANING PRODUCTS:** The Lessor shall make careful selection of janitorial cleaning products and equipment to:
 - (a) use products that are packaged ecologically;
 - (b) use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
 - (c) minimize the use of harsh chemicals and the release of irritating fumes.
- (d) Examples of acceptable products may be found www.gsa.gov/p2products.
- 3) **SELECTION OF PAPER PRODUCTS:** The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.
- 4) The Lessor shall maintain the leased premises, including outside areas, 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 Contracting Officer's evaluation of results, not the frequency or method of performance.
 - (a) *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
 - (b) *Three Times a Week.* Sweep or vacuum stairs.
 - (c) *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
 - (d) *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
 - (e) *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
 - (f) *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
 - (g) *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
 - (h) *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
 - (i) *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
 - (j) *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
 - (k) *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
 - (l) *As Required.* Properly maintain plants and lawns. 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. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- (m) Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

ij. Other requirements for this project are set forth in the Tenant's Special Requirements.

7. 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.

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8. 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):
- _____
- _____

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PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)			
A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT			
1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)		2. LOCATION(S) IN BUILDING	
Park Haven Business Center 3350 Shelby Street Ontario, CA 91764		a. FLOOR(S) Three	b. ROOM NUMBER(S) 340
		c. SQ. FT. RENTABLE <u>1,929</u> ABOA <u>1,701</u> Common Area Factor <u>1.134</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE _____
B. TERM			
3. To have and to hold, for the term commencing on establishment of beneficial occupancy and continuing through the following ten years, five years firm. Actual dates will be memorialized in a separate Supplemental Lease Agreement. The Government may terminate this lease in whole or in part at any time on or after the fifth year of the lease by giving 90 days written notice 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 \$61,650.84 for years 1-5 \$46,855.41 for years 6-10	7. HVAC OVERTIME RATE PER HOUR \$35.00 per hour for the entire space	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Chippewa Enterprises, Inc. 13245 Riverside Drive, 6 th Floor Sherman Oaks, CA 91423	
6. RATE PER MONTH \$5,137.57 for years 1-5 \$3,904.62 for years 6-10			
9a. NAME AND ADDRESS OF OWNER (Mailing address only, no PO Boxes Include ZIP code and plus 4 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.) Chippewa Enterprises, Inc. 13245 Riverside Drive, 6 th Floor, Sherman Oaks, CA 91423-5625			
9b. TELEPHONE NUMBER OF OWNER (818) 905-1200	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)		
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Donald C. Parker	11b. TITLE OF PERSON SIGNING President		
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 			11d. DATE <u>1-4-2011</u>
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) Attachment #1 Minimum Lease Security Standards, (c) Short Form Lease Amendments to Lease NO. GS-09B-02527, (d) Representations and Certifications, (e) the Government's General Clauses, and (f) the following changes or additions made or agreed to by you:			
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) Megan M. Stefani	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE <u>1/11/11</u>	