

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

1. LEASE NUMBER
GS-99B-02413

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 2,530 rentable square feet of office and lab space located in Sacramento, CA for occupancy not later than December 7, 2010 (date) for a term of seven (7) years / five (5) years firm. Rentable space must yield a minimum of 2,200 to a maximum of 2,310 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS September 28, 2009.

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 6:00 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. The Lessor shall complete any necessary alterations within 120 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.

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 type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>Semi-Annual</u> | <input checked="" type="checkbox"/> PAINTING FREQUENCY | <u>WAX ALL VINYL TILE FLOORING SEMI-ANNUAL</u> |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | Space Every 5 years | <u>ANNUAL</u> |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency | Public Areas Every 3 years | <u>CLEAN ALL WINDOW BLINDS YEARLY.</u> |

6. OTHER REQUIREMENTS

1. Replace window film and add a door stop on main door.
2. Provide signage for [REDACTED] according to specifications required by [REDACTED].
3. Provide a ramp near unit that will accommodate a cart which is approximately 42" wide.
4. Replace stained ceiling tiles.
5. Repair women's restroom door lock.

Attachments:

1. Short form lease amendments
2. GSA Form 3517 A, "General Clauses" for simplified leases
3. GSA Form 3518 A, "Representations and Certifications" short form
4. GSA Form 3516, "Solicitation Provisions"
5. GSA Form 3626, Minimum Lease Security Standards
6. Special Space Requirements
7. GSA Form 1217, Lessor Annual Cost
8. FLS Prelease Checklist (Low Rise)
9. Seismic Certification - Existing Building
10. GSA Form 1364, "Proposal to Lease Space"
11. Form B - Sensitive but Unclassified Document Notice to Prospective Bidders or Offerors
12. Prelease Building Security Plan

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.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSIBOMA 265.1-1996 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.

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) 2435 ALBATROSS WAY SUITE 112 112 ELCAMINO PLAZA SACRAMENTO CA 95815-2879		2. LOCATION(S) IN BUILDING	
		a. FLOOR(S) ONE	b. ROOM NUMBER(S) 112
		c. SQ. FT. RENTABLE: 2200 ABOA: 2200 Common Area Factor: 1.00	d. TYPE: <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> Lab Space

B. TERM

3. To have and to hold, for the term commencing on ~~December 6, 2014~~ **January 25, 2016** and continuing through ~~December 6, 2017~~ **January 24, 2018** inclusive. The Government may terminate this lease in whole or in part at any time on or after ~~December 6, 2016~~ **January 25, 2016**, by giving at least ~~120~~ **90** 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. ~~Actual dates will be established by a Supplemental Lease Agreement.~~

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 \$42,400.	7. HVAC OVERTIME RATE PER HOUR
6. RATE PER MONTH \$3533.33	8.

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.)

**GARFIELD COURT PARTNERSHIP
GENERAL PARTNERS: BILL STRENG & JIM STRENG**

9b. TITLE AND MEMBER OF LAW FIRM 	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) JIM STRENG	11b. TITLE OF PERSON SIGNING GENERAL PARTNER
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 10-15-09

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:

- Additional Attachments:**
- Short form Lease Amendments to Lease No. GS-09B-02413
 - Environmental Laboratory and Storage Space Long Term Requirements
 - Attachment 1 to GSA Form 3626 Minimum Lease Security Standards
 - Amendment No. 1 under SFO Number GS-09B-02413
 - Exhibit A to GS-09B-02413 **PS**
- Shell Rate = \$15.65000466 / RSF
Operating Rate = \$3.62272727 / RSF

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) Peter Skitegin	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE October 27, 2009
--	--	-------------------------------------

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 OFFEROR/OWNER (Do not include ZIP Code)		2. LOCATION OF PREMISES	
2435 ALBATROSS WAY SUITE 112 112 ELCAMINO PLAZA SACRAMENTO CA 95815-2879		3. CLASSIFICATION ONE	4. PREMISE NUMBER 112
5. NO. OF MEMBERS 2200	6. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> Lab Space	7. NO. OF WORKSTATIONS 2200	8. OTHER USES <input type="checkbox"/>

B. TERM

To have and to hold for the term commencing on January 25, 2011 and continuing through January 24, 2018 inclusive. The Government may terminate this lease in whole or in part at any time on or after January 25, 2016 by giving at least 90 days notice in writing to the Offeror. 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

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 fifth day of the month, the actual 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 pro-rated.

9. AMOUNT OF ANNUAL RENT \$42,400.	10. FIXED FIVE YEAR RATE PER HOUR
11. RATE PER MONTH \$3533.33	-0-

12. NAME AND ADDRESS OF OFFEROR/OWNER (Do not include ZIP Code)	
GARFIELD COURT PARTNERSHIP GENERAL PARTNERS: BILL STRENG + JIM STRENG	
13. TYPE OF ORGANIZATION (Check only one)	14. TYPE OF BUSINESS
<input checked="" type="checkbox"/> PARTNER	<input checked="" type="checkbox"/> GENERAL PARTNER
15. NAME OF OWNER AUTHORIZED TO SIGN (Do not include ZIP Code)	16. SPECIAL REPRESENTATION AUTHORITY (Do not include ZIP Code)
JIM STRENG	10-15-09

PART III - AWARD (To be completed by Government)

This offer is hereby accepted. This award commences the lease which consists of the following attached attachments: (a) this GSA Form 3626; (b) Representations and Certificate; (c) the Government's General Contract; and (d) the following changes or additions made or agreed to by you:

- Additional Attachments:
- 1. Short form Lease Amendments to Lease No. GS-09B-02413
 - 2. Environmental Laboratory and Storage Space Long Term requirements
 - 3. Attachment 1 to GSA Form 3626 Minimum Lease Security Standards
 - 4. Amendment No. 1 under SFO Number GS-09B-02413
 - 5. Exhibit A to GS-09B-02413
 - 6. Shell Rate = \$15.65006460 / RSF
 - 7. Operating Rate = \$3.62272727 / RSF

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

17. NAME OF CONTRACTING OFFICER (Do not include ZIP Code) Peter Stetyn	18. SIGNATURE OF OFFEROR/OWNER [Signature]	19. DATE October 27, 2009
--	--	-------------------------------------

PART II - OFFER (To be completed by Offeror/Owner and retained upon award)

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

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 2435 ALBATROSS WAY SUITE 112 112 EL CAMINO PLAZA SACRAMENTO CA 95815-2879		2. LEASE AGREEMENT NUMBER	
3. LEASE TYPE ONE		4. ROOM NUMBER(S) 112	
5. RENT RENTAL: 2200 AD A: 2200 TOTAL: 1.00	6. UTILITIES <input checked="" type="checkbox"/> GENERAL UTILITIES <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> WATER/SEWER <input checked="" type="checkbox"/> Lab Space		

B. TERM

1. To have and to hold, for the term commencing on **January 25, 2011** and continuing through **January 24, 2018** inclusive. The Government may terminate this lease in whole or in part if any time on or after **January 25, 2011** by giving at least **90** days notice in writing to the Lessee. No interest shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. ~~Actual dates will be established by a Supplemental Agreement.~~

C. RENTAL

4. Rent shall be payable in currency and will be due on the first workday of each month. When the term 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.

7. AMOUNT OF ANNUAL RENT \$42,400.	8. RENTAL OVERLAP MAIL NUMBER
9. RENT PER SQUARE FOOT \$3533.33	0-

D. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

**GARFIELD COURT PARTNERSHIP
GENERAL PARTNERS: BILL STRENG + JIM STRENG**

10. TYPE OF OFFEROR (Check one)
 INDIVIDUAL PARTNERSHIP CORPORATION

11. NAME OF OFFEROR AS APPEARING ON THIS OFFER
JIM STRENG

12. TITLE OR POSITION OF OFFEROR
GENERAL PARTNER

13. SIGNATURE OF OFFEROR AT THE TIME OF OFFER
Jim Streng

14. DATE
10-15-09

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. The award constitutes the lease which consists of the following attached documents: (a) the USA Form 3026, the Representations and Certifications; (b) the Government's General Clause; and (c) the following: (1) lease or attachment check or agreed to by you.

- Additional Attachments:
1. Short Form Lease Amendments to Lease No. GS-09B-02413
 2. Environmental Laboratory and Storage Space Log
 3. Attachment 1 to GSA Form 3626 Minimum Lease Security Standards
 4. Amendment No. 1 under SFO Number GS-09B-02413
 5. Exhibit A to GS-09B-02413 **PS 90**
- Shell Rate = \$15.6560466 / RSF
Operating Rate = \$3.62272727 / RSF

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

3. NAME OF CONTRACTING OFFICIAL (Print Name)
Peter Shreyer

4. SIGNATURE OF CONTRACTING OFFICIAL
Peter Shreyer

5. DATE
October 27, 2009