

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

1. LEASE NUMBER  
GS-09B-02509

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

**A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 2,300 rentable square feet of office space located in Sacramento, California for occupancy not later than November 30, 2010 for a firm term to end on March 14, 2014. Rentable space must yield a minimum of 2,000 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS July 15, 2010.

**B. STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide 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.

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.

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 according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 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.

**ACCESSIBILITY STANDARDS.** Where existing elements or spaces are altered, each altered element or space shall comply with the applicable requirements of the new Architectural Barriers Act Accessibility Standard (ABAAS), Chapter 2 of the ADA-ABA Accessibility Guidelines as set forth in 36 Code of Federal Regulations (CFR) Part 1191. A full copy of the guidelines is available at <http://www.access-board.gov/ada-aba/final.htm>. ABAAS Section F202.6 outlines compliance requirements for leased facilities. The ABAAS Compliance Checklist is intended to facilities achieving full compliance with the requirements of the Architectural Barriers Act Accessibility Standard (ABAAS) for all Government leased facilities except new buildings/facilities expressly built to meet the Government's needs.

**BROKER COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 8 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$5,880.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$5,880.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

<<Rest of this page left intentionally blank>>

2. 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 (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	Frequency <u>2 x year</u>	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>every 5 yrs.</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	Frequency <u>every 2 yrs.</u>	Public Areas <u>N/A</u>	
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

3. OTHER REQUIREMENTS

**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.**

4. 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):

**PART II - OFFER (To be completed by Offeror/Owner)**

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

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  Modoc Hall 3020 State University Drive East Sacramento, CA 95819	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  2	b. ROOM NUMBER(S)  2010
	c. RENTABLE SQ. FT. 1948 use of sq 2,579 use of sq	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

**B. TERM**

To have and to hold, for the term commencing on November \_\_\_\_\_, 2010 and continuing through March 14, 2014 inclusive. The Government may terminate this lease 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**

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.

7. AMOUNT OF ANNUAL RENT Shell: \$53,230.56 Operating: \$17,330.88 TI amortization: \$0.00 <b>Total Annual Rent: \$70,561.44</b>	9. MAKE CHECKS PAYABLE TO (Name and address) University Enterprises, Inc. 6000 J Street Sacramento, CA 95819-6063
8. RATE PER MONTH Shell: \$4,435.88 Operating: \$1,444.24 TI amortization: \$0.00 <b>Total Monthly Rent: \$5,880.12</b>	

10a. 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.)

University Enterprises, Inc. 6000 J Street, Sacramento, CA 95819-6063

10b. TELEPHONE NUMBER OF OWNER 916-278-7001	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input checked="" type="checkbox"/> OTHER (Specify) Employee
12. NAME OF OWNER OR AUTHORIZED AGENT Brigett L. Reilly	13. TITLE OF PERSON SIGNING Asst. Director Project Development; Prop / Building Services
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT <i>Brigett L. Reilly</i>	15. DATE 11-15-2010
	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. November 23, 2010

**PART III - AWARD (To be completed by Government)**

Your offer is hereby accepted. This award consummates the lease which consists of the following 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:

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

17a. NAME OF CONTRACTING OFFICER (Type or Print)  Sheila B. Johnson	17b. SIGNATURE OF CONTRACTING OFFICER <i>Sheila Johnson</i>	17c. DATE 12-13-10
---	--	-----------------------