

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

1. LEASE NUMBER
LNM16735

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 3,179 rentable square feet of office space, including approximately 1,479 rentable square feet of office space and approximately 1,700 rentable square feet of warehouse space, located in Las Cruces, New Mexico for occupancy not later than June 1, 2010, for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 1,288 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment. The government also requires additional wareyard space as identified in paragraph 6, OTHER REQUIREMENTS.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS February 3, 2010.

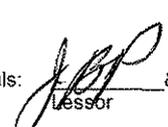
B. STANDARD CONDITIONS AND REQUIREMENTS

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. 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)

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|--|--|---|---|--|
| <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 | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>Twice a year</u> | Space <u>Every 5 years</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>Every 5 years</u> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>Yearly in public areas. Every 2 years in private offices</u> | | |

Initials:  & 
Lessor & Govt.

6. OTHER REQUIREMENTS

- A. The Government requires nine (9) reserved parking spaces. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.
- B. The Government requires a fenced wareyard, consisting of approximately 3,600 rentable square feet.
- C. See attached Special Requirements: [REDACTED] (Revised April 14, 2009)
- D. Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.

- 1. GSA Form 3626 U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)
- 2. Attachment 1 to GSA Form 3626
- 3. Special Requirements: [REDACTED] (Revised April 14, 2009)
- 4. GSA Form 1364, Proposal to Lease Space
- 5. GSA Form 1217, Lessor's Annual Cost Statement
- 6. Lease Cost Breakdown Summary
- 7. GSA Form 3517, General Clauses
- 8. GSA Form 3518, Representations and Certifications
- 9. GSA Form 3516, Solicitation Provisions
- 10. GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation, Low Rise Building
- 11. Pre-Lease Building Security Plan
- 12. Lessor's Certification of Seismic Compliance – Existing Construction
- 13. Disclosure of Contractor Access to Offeror's Proprietary Information
- 14. Real Estate Broker Commission Agreement

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 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):

Initials: JSP & MA
Lessor Govt.

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) Copper Loop 1941 Copper Loop Las Cruces, New Mexico 88005-8118	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S) Entire Building
	c. SQ. FT. RENTABLE <u>4,155</u> ABOA <u>3,898</u> Common Area Factor _____	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> WAREHOUSE <u>Wareyard</u>

B. TERM

3. To have and to hold, for the term commencing on _____ and continuing through _____, inclusive. The Government may terminate this lease in whole or in part after the fifth (5th) lease year, by giving at least ninety (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.

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 \$89,945.10	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) [REDACTED]
6. RATE PER MONTH 7,495.43		

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.)
[REDACTED]

9b. TELEPHONE NUMBER OF OWNER 575-644-5538	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) Jack Benjamin Pruett	11b. TITLE OF PERSON SIGNING Owner
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 4-30-2010

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) Special Requirements: [REDACTED] (Revised April 14, 2009), (c) Rider Number 1 to GSA Form 3626, (d) Rider Number 2 to GSA Form 3626, (e) Amendment Number 1 to Solicitation for Offers 6NM0079, (f) GSA form 3518, Representations and Certifications, (g) GSA Form 3517, the Government's General Clauses, (g) Floor Plans, Exhibit A, (h) Site Plan, Exhibit B, and (i) Pre-Lease Building Security Plan.

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) MAHY L. HEWSON CONTRACTING OFFICER	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 5/4/10
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Initials: & Govt.