

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

1. LEASE NUMBER  
57-6395-08-014

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 1,400 rentable square feet of office and related space located in Abingdon, VA for occupancy not later than February 1, 2008 for a term of 5 years. Rentable space must yield a minimum of 1,400 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

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 building and leased space shall be accessible to workers with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines (Appendices C and D to 36 CFR Part 1191, and ABA Chapters 1 and 2, and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines) Leased facilities subject to the Architectural Barriers Act must meet ABAAS guidelines.

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 8:00 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.

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

<input checked="" type="checkbox"/> HEATING	<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 type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING		
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>every 6 months</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 3 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>every 2 years</u>	Public Areas <u>every 3 years</u>	

3. OTHER REQUIREMENTS

- The Lessor shall provide a minimum of 2 on-site parking spaces at all times, as well as an additional 2 parking spaces within 1 blocks of the property.
- The Government shall be responsible for an early termination fee, according to the attached "Amortization Schedule - Termination of Lease".
- The Lessor agrees to allow the Government to install a security system, which will be at the Governments expense.
- The Lessor shall install new carpet within office areas, tile within the bathroom, as well as install a 10' x 8' garage door with automatic opener as shown in attached Floor Plan Sketch. The garage/warehouse area shall consist of sealed concrete.
- The Government accepts the space "AS IS", with the modifications and improvements noted above and in the attached floor plan sketch.

**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)  16481 Jeb Stuart Highway Abingdon, VA 24211	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  1st	b. ROOM NUMBER(S)  Suite 1
	c. RENTABLE SQ. FT.  1,400	d. TYPE  <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify)  <input checked="" type="checkbox"/> WAREHOUSE

**B. TERM**

To have and to hold, for the term commencing on February 1, 2008, and continuing through January 31, 2013, inclusive. The Government or Lessor may terminate this lease at any time on or after February 1, 2011, by giving at least 90 days notice in writing to the Government or 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  \$16,960.00	9. RENT PAYMENTS SHALL BE MADE PAYABLE (VIA DIRECT DEPOSIT) TO: Tax ID Number [REDACTED] Name and Address of Financial Institution: [REDACTED]  <input checked="" type="radio"/> Checking or Savings Account (Circle One) Financial Routing Number: [REDACTED]    Account Number: [REDACTED]
8. RATE PER MONTH  \$1,413.33	

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.) *Robert W. Hill*

10b. TELEPHONE NUMBER OF OWNER [REDACTED]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT <i>Robert W. Hill</i>	13. TITLE OF PERSON SIGNING <i>Owner</i>
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14. SIGNATURE OF OWNER OR AUTHORIZED AGENT <i>Robert W. Hill</i>	15. DATE <i>1-3-07</i>	16. OFFER REMAINS OPEN UNTIL 4:30 P.M.  (Date)
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**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, (d) Floor Plan Sketch, (e) General Requirements and Building Specifications, and (f) Amortization Schedule - Termination of Lease:

**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)  Jennifer L. Rammer	17b. SIGNATURE OF CONTRACTING OFFICER <i>Jennifer Rammer</i>	17c. DATE <i>1/4/08</i>
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