

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

LEASE NUMBER
GS-05B-18948

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 6,000 rentable square feet of storage space located in Westlake, Ohio for occupancy on or around 4/4/2012 for a term of eight months. Rentable space must yield 6,000 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for the temporary storage of furnishings 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 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.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

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 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.

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

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> HEAT | <input type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMP'S, TUBES & BALLASTS |
| <input checked="" type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING | |
| <input type="checkbox"/> POWER (Special Load) | <input type="checkbox"/> AIR CONDITIONING | Frequency _____ | |
| <input type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV. & SUPPL. | | |

8. 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.

9. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 285.1-1996 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)

Lessor:  Gov't: 

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

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

Westdodge Plaza
25089 Center Ridge Rd
Westlake, Ohio 44145-4114

a. FLOOR(S)		b. ROOM NUMBER(S)	
1			
c. RENTABLE SQ. FT.	d. TYPE		
6,000	<input 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 April 10, 2012 and continuing through November 30, 2012 inclusive. TSA Government may terminate this lease at any time with 30 days notice in writing to the Lessee and removal of all items from the space. Rent will 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.

1. METHOD OF RENTAL SENT	2. BANK CHECKS PAYABLE TO (Name of payee)
\$20,000.00	Westlake Home Improvements Associates, Ltd.
3. RATE PER MONTH	4. ADDRESS OF OFFEROR
\$2,500.00	6779 Windward Hills Drive Rocksville, Ohio 44141-2469

10. NAME AND ADDRESS OF OWNER (Include ZIP Code. If requested by the Government and the person is a partner or joint venturer, list all partners/partnership separately, if necessary.) Barry Sands, Westlake Home Improvements Associates, Ltd. 3941 Tyndal Rd., Cleveland, Ohio 44113.

11. TELEPHONE NUMBER OF OWNER	12. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
[Redacted]	OWNER <input type="checkbox"/> AUTHORIZED AGENT <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
	13. TITLE OF PERSON SIGNING
	Co-Managing Partner, Westlake Home Improvements Assoc. Ltd.
	14. DATE
	4-9-2012
	15. OFFICIAL ASSIGNMENT NUMBER (4-DIGIT)

PART III - AWARD (To be completed by Government)

16. This award consummates the lease which consists of the following documents: (a) this GSA Form 3026, (b) Representations and Certifications, (c) the Government's General Clauses.

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 (Last, first, middle initial)	17b. DATE
PEGGY L. IVARRA	4/11/12