

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

1. LEASE NUMBER  
**GS-09B-02139**

**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 2,064 rentable square feet of office space and five (5) reserved parking spaces located in Yuma, AZ for a term of ten (10) years/ five (5) years firm. Rentable space must yield 1,795 square feet of ANSI/BOMA Office Area 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 above and below-grade, including parking garage areas, and all areas within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. 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. Fire alarm system requirements will apply. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. Emergency power shall be provided for the fire alarm system. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*, current as of the award of the lease. The system must be installed prior to the Government acceptance and occupancy of the offered space.

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, 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 7:00 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.

The Lessor shall complete any necessary alterations within sixty (60) working days after receipt of Government Notice to Proceed Construction.

**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 checked="" type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING		(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Twice a year</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	<u>Pest control as appropriate;</u>
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>Every 5 years</u>	<u>landscape maintenance</u>
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. (8AM to 4PM)	Frequency <u>Annually</u>	Public Areas <u>as required</u>	

**3. OTHER REQUIREMENTS**

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. See attachment to GSA Form 3626, Paragraph 3.0, How to Offer. A fully serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term shall also be provided. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

Offerors should also include the following with their offers, which will be attached as part of this Lease:

- a. GSA Form 3626 (pages 1-2)
- b. Sheet numbers 1-4 attached to GSA Form 3626
- c. Exhibit A, "Building Site/ Parking Plan" (1 page)
- d. Exhibit B, "First Generation Blue Line Plan" (1 page)
- e. Attachment to GSA Form 3626 (pages 1-34)
- f. GSA Form 3517C (Simplified Leases) – General Clauses (pages 1-21)
- g. GSA Form 3518 – Representations and Certifications (pages 1-7)
- h. [REDACTED] Space Requirements Package (Volume 8) (pages 1-50)

**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."

**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) Pro Med 2270 2270 S. Ridgeview Dr. Yuma, Arizona 85364	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 2nd	b. ROOM NUMBER(S) To be assigned
c. RENTABLE SQ. FT. 2,064	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE	

**B. TERM**

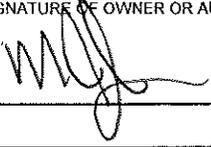
To have and to hold, for the term commencing on 60 calendar days after receipt of Notice to Proceed and continuing through the 10<sup>th</sup> year inclusive. The Government may terminate this lease, in whole or in part, effective anytime on or after the fifth (5<sup>th</sup>) year firm term by giving at least 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**

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. The Government will not process rent payments to Lessor without an active CCR registration.

7. AMOUNT OF ANNUAL RENT See sheet number 1, attached hereto to GSA Form 3626, and forming a part of U.S. Government Lease GS-09B-02139.	
8. RATE PER MONTH See sheet number 1, attached hereto to GSA Form 3626, and forming a part of U.S. Government Lease GS-09B-02139.	

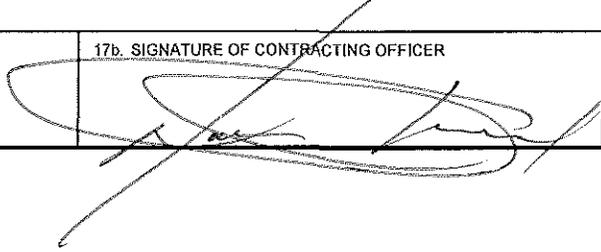
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)  
Pro Med of Yuma 1334 S. 5<sup>th</sup> Avenue, Yuma, Arizona 85364

10b. TELEPHONE NUMBER OF OWNER 928-782-1801	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT Michael Jarvis	13. TITLE OF PERSON SIGNING President, Jacobson Companies
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE 11/19/09
16. OFFER REMAINS OPEN UNTIL 4:30 P.M. <span style="float: right;">(Date)</span>	

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

SEE SHEET NUMBERS 1-4 ATTACHED HERETO TO GSA FORM 3626, AND FORMING A PART OF U.S. GOVERNMENT LEASE NO. GS-09B-02139

**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) <i>Don Crawford</i>	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE DEC 03 2009
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