

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 2,875 rentable square feet of office and related space located in Madison, Wisconsin for occupancy not later than April 16, 2012 for a term of ten (10) years/five (5) years firm. Rentable space must yield a minimum of 2,300 to a maximum of 2,875 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS May 27, 2011.

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 6 a.m. to 6 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 Lessor shall complete any necessary alterations within 30 working days after receipt of approved layout drawings.
 - h. 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 Frequency see schedule | <input checked="" type="checkbox"/> PAINTING FREQUENCY Space see schedule Public Areas as necessary | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | <input checked="" type="checkbox"/> CARPET CLEANING Frequency see schedule | | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | | | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | | | |

6. OTHER REQUIREMENTS

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. If necessary, -\$41.368 per square foot or \$95,147.14

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)

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

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|---|--|---------------------------------------|---------------------------------|--|---|
| 1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 559 D'Onofrio Drive Madison, WI 53719 | 2. LOCATION(S) IN BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">a. FLOOR(S) 2nd</td> <td style="width:50%;">b. ROOM NUMBER(S) 200</td> </tr> <tr> <td style="width:50%;">c. SQ. FT. RENTABLE 3003 ABOA 2532 Common Area Factor 1.1859</td> <td style="width:50%;">d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE </td> </tr> </table> | a. FLOOR(S) 2 nd | b. ROOM NUMBER(S) 200 | c. SQ. FT. RENTABLE 3003 ABOA 2532 Common Area Factor 1.1859 | d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE |
| a. FLOOR(S) 2 nd | b. ROOM NUMBER(S) 200 | | | | |
| c. SQ. FT. RENTABLE 3003 ABOA 2532 Common Area Factor 1.1859 | d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE | | | | |

B. TERM

3. To have and to hold, for the term commencing on April 16, 2012 and continuing through April 15, 2022 inclusive. The Government may terminate this lease in whole or in part at any time on or after April 16, 2017, by giving at least sixty (60) 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.

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| 5. AMOUNT OF ANNUAL RENT \$52,162.11 | 7. HVAC OVERTIME RATE PER HOUR \$20.00 | 8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) High point Office Park LLC Routing #: [REDACTED] Account#: [REDACTED] DUNS#: [REDACTED] |
| 6. RATE PER MONTH \$4,346.84 | | |

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.)**
High Point Office Park LLC, Post Office Box 7700, Madison, WI 53707-7700

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|--|---|--|
| 9b. TELEPHONE NUMBER OF OWNER [REDACTED] | 10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify) | |
| 11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Randall J. Guenther | 11b. TITLE OF PERSON SIGNING President | |
| 11c. [REDACTED] | 11d. DATE 4/10/2012 | |

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) Attachment A to GSA form 3626
- (c) Supplemental Lease Requirements
- (b) Representations and Certifications,
- (c) the Government's General Clauses

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| 2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES UNTIL SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | |
| 3a. NAME OF CONTRACTING OFFICER (Type or Print) EVA Y. CODY | DATE 4-17-12 |

4. The award date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's final proposal dated March 27, 2012, submitted by the Lessor under Solicitation for Offers GS-05B-18556. This lease reflects the terms and conditions of the accepted final proposal revision.
5. In accordance with the lease paragraph entitled, Operating Costs, the base is established as \$5.38 per annum based on the Government's occupied space 3,003 rentable square feet on the 2nd floor. If necessary, the lease shall be amended by Supplemental Lease Agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Operating Costs are subject to annual cost adjustments in accordance with Paragraph 1.9 of SFO No. GS-05B-18556.
6. In accordance with the lease paragraph 1.6 entitled, Tax Adjustment, the base year of real estate taxes is established as \$1.24 per rentable square feet. The percentage of occupancy is 17.17% based upon occupancy of 3,003 rentable square feet in a building of 17,492. The common area factor is established at 1.186.
7. In accordance with the lease paragraph 1.13 entitled, Overtime Usage, the rate for overtime usage is established as \$20.00 per hour per usf.
8. In accordance with the lease paragraph 1.10 entitled, Adjustment for Vacant Premises, the rate is established as \$0.60 per usf.
9. No tenant improvements are included with this lease.
10. The rent breakdown per rentable square feet for Years 1 – 5 is as follows:

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|------------------|----------------|
| Base rent: | \$10.75 |
| Operating costs: | \$ 5.38 |
| Real estate tax: | \$ <u>1.24</u> |
| Annual rent | \$ 17.37 |
11. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, Form 3517A. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

Lessor  Government 

Attachment A to
GSA Form 3626
Lease No. GS-05B-18556
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12. The Lessor is a small business, not a woman-owned business or a veteran-owned business concern. The DUNS number is 614848021.
13. The Lessor has completed the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.
14. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and the Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
15. The Lessor shall not construct, charge, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (GSA). All questions pertaining to this lease should be referred to the Lease Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Lease Contracting Officer.
16. The Lease Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his official capacity only not as an individual.

Lessor  Government 