

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) NORTH SAN JAIN COMMUNITY CENTER 509 E. EARLING SAN JAIN, TX	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)	b. ROOM NUMBER(S) E-112, E-113, B-106
	c. RENTABLE SQ. FT. 2600	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE <u>MULTI-PURPOSE</u>

B. TERM

To have and to hold, for the term commencing on 8-8-08 and continuing through 9-7-08, inclusive. The Government may terminate this lease at any time on or after 8-15-08, by giving at least 1 day ~~30~~ 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.

7. AMOUNT OF ANNUAL RENT \$	9. MAKE CHECKS PAYABLE TO (Name and address) HIDALGO COUNTY 301 E. STATE ST PHARR, TX 78577
8. RATE PER MONTH \$ <u>3,000.</u>	

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.)
 HIDALGO COUNTY
 301 E STATE ST
 PHARR, TX 78577

10b. TELEPHONE NUMBER OF OWNER ()	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING
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14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE	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, and (d) the following changes or additions made or agreed to by you:

- Attachment No. 1, Special Requirement's to Lease (2 pages)
- Attachment No. 2, Janitorial Requirement's (1 page)
- Attachment No. 3, Floor Plan (1 page)
- Attachment No. 4, Legal Description (1 page)

The Government shall have the right to make alterations to the leased premises.

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) Dusty Griffith	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 8-7-08
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U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

LEASE NUMBER
FEMA - DR#1780TX

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 2600 rentable square feet of Office and related space located in Saw Jan for a term of 1 months, 6 months firm. Rentable space must yield a range or 2500 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS _____.

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 12626, 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 12 hours per day including 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 n/a days after receipt of approved layout drawings.

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

<input type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input 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 type="checkbox"/> PAINTING FREQUENCY _____	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>1 x PER YR</u>	Space _____	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas _____	
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>1 x PER YR</u>		

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

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 Z65.1-1986 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) Offer most advantageous to the Government for FEMA requirements.

ATTACHMENT NO. 1
SPECIAL REQUIREMENTS
FEMA LEASE DR-1780TX

1. The Government shall lease the space in "as-is" condition. The Government shall have the right to make reasonable alterations within the space leased. Reasonable alterations include, but are not are not limited to, additional electrical distribution and additional telecommunications throughout the space. Lessor has the right to approve Government reasonable alterations, prior to alterations being installed. Government has the right to contract with vendors to perform reasonable alterations within the leased space. Lessor waives right of restoration for any alterations.
2. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, and Government office machines without additional payment. The Lessor shall provide a fully serviced lease, including janitorial services and supplies.
3. Lessor agrees to the following operation hours for FEMA within the leased space:

Monday through Sunday from 7:00 am 7:00 p.m., throughout the lease term.

4. Government has the right to provide and install reasonable exterior and parking signage, which the Lessor shall have the right to approve. Lessor shall provide 40 parking space for FEMA use.
5. Lessor shall have all building systems engaged on 9800. Lessor shall have all building systems operable and maintained throughout the term of the lease. Services, utilities, and maintenance will be provided by the Lessor.
6. Rental payment shall be made to Lessor monthly in arrears. Lessor shall send an invoice to FEMA Finance Center at the completion of each month. Invoice shall be sent to the following address:

FEMA – Vendor Pay/Disaster # DR1780TX
Disaster Finance Center
P.O. Box 800
Berryville, VA 22611
Attention: Ms. Anita Jackson
Telephone number- 540-542-7309



7. Government points of contact for this lease are:

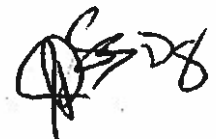
Dusty Griffith, Office Cell	GSA Contracting Officer 817-978-4335 817-401-8764
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Bob Froelich, Cell	FEMA Logistics Manager 703-258-4759
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8. In the event a conflict of terms or provisions arises during the lease term, the paragraph's outlined within the Special Requirements shall prevail and supersede all other lease provisions.

9. The Lessor shall not enter into negotiations concerning the leased space with any representatives of other Federal Agencies other than a Contracting Officer from the General Services Administration.

10. The Government shall have the right to use the tables and chairs in the facility
11. The lessor shall be responsible to open and close the building on a daily basis.





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**ATTACHMENT NO. 2
JANITORIAL REQUIREMENT'S
DR#1780TX**

JANITORIAL SERVICES (SEP 2000)

Cleaning shall be performed during tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in the lease.

The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum space.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

 / 
Lessor / Govt

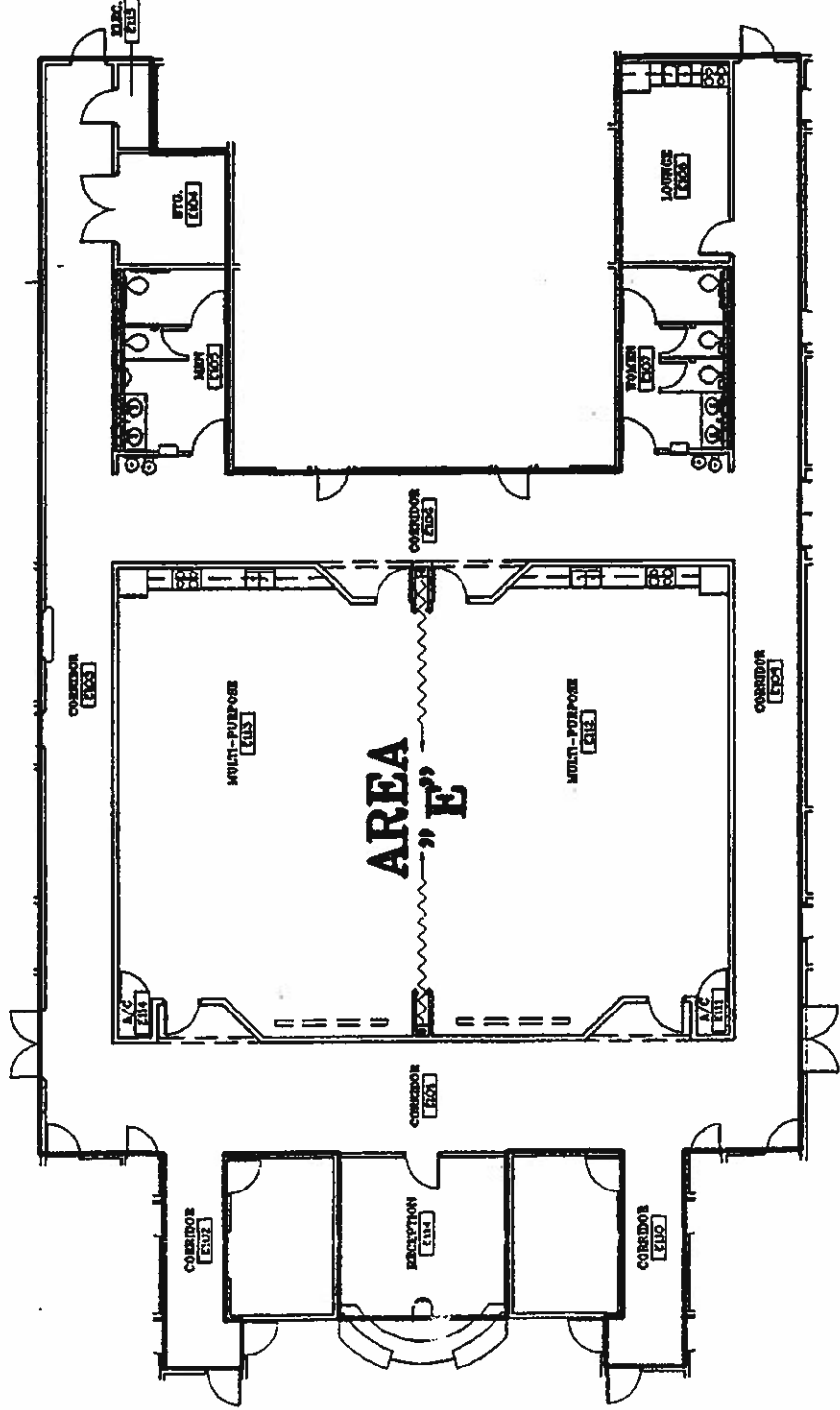
ATTACHMENT NO. 3
FLOORPLAN

HIDALGO COUNTY PRECINCT #2
 COMMUNITY RESOURCE CENTER
 FOR
 HIDALGO COUNTY
 COMMISSIONER VICTOR TRIO PALACIOS
 V.A. Architecture

V.A. Architecture



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AREA "E" = 5,787 Sq. Ft. - COMMONS AREA



SPACE UTILIZATION
 FLOOR PLAN AREA 'E'
 SCALE: 1/8" = 1'-0"
 00159J06



**ATTACHMENT NO. 4
LEGAL DESCRIPTION**

The East ½ of Lot One (1), Block Forty-Three (43), ALAMO
LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo
County, Texas, as per map or plat thereof recorded in Volume 1,
Page 24, 25, and 26, Map Records, Hidalgo County, Texas.

EXHIBIT "A"

**GENERAL CLAUSES
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. **52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 - GSAR 552-203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.)
 - GSAR 552-203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.)
 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
 - FAR 52.209-8 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.)
 - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.)
 - FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)
 - GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)
 - GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

INITIALS


LESSOR

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GOVERNMENT