

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

1. LEASE NUMBER  
GS-07B-16797 (LOK16797)

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 1,600 rentable square feet of office and garage space located in Pawhuska, OK, for occupancy not later than September 15, 2010 for a term of three (3) years, one (1) year firm. Rentable space must yield a minimum of 1,600 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 August 3, 2010.

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):

- Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- 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.~~
- 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. ~~Staircases 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 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).
- 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.
- 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.
- 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)

<input checked="" 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 Frequency <u>See SFO</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY Space <u>See SFO</u>	
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING Frequency <u>See SFO</u>	<input type="checkbox"/> Public Area <u>See SFO</u>	
<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 facility is accepted in "as is" condition.

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**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  Tall Grass 1101 John Dahl Avenue Pawhuska, OK 74056	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) One	b. ROOM NUMBER(S) Three
	c. SQ. FT. RENTABLE 1,600 ABOA 1,600 Custom Area Factor 1.00	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> WAREHOUSE

**B. TERM**

3. To have and to hold, for the term commencing on the date the space is accepted for occupancy and continuing through the following three (3) years inclusive. The Government may terminate this lease in whole or in part at any time on or after the first (1st) year, by giving at least ninety (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**

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.

5. AMOUNT OF ANNUAL RENT \$27,360.00	7. HVAC OVERTIME RATE PER HOUR \$40.00	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) 2010 JBS, LLC P.O. Box 84 Pawhuska, OK 74056 - 0084
6. RATE PER MONTH \$2,280.00		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint tenants, list all General Partners, using a separate sheet, if necessary.)

2010 JBS, LLC 530 Kibekah Ave., Pawhuska, OK 74056 - 5256

9b. TELEPHONE NUMBER OF OWNER

(918) 397-3051

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

OWNER

AUTHORIZED AGENT

OTHER (Specify)

11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)

Joe Ben Mashunkashey

11b. TITLE OF PERSON SIGNING

Partner

12. SIGNATURE OF OWNER OR AUTHORIZED AGENT

*Joe Ben Mashunkashey*

13. DATE

9-21-2010

**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) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Exhibit A - Legal Description

*AH1 - Minimum Lease Security Standards  
AH2 - Supplemental Lease Requirements  
Sheet 3 - Offer Details  
Floor Plans*

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print)

*Kristine Danyelson*

3b. SIGNATURE OF CONTRACTING OFFICER

*Kristine Danyelson*

3c. DATE

*9/28/10*

SHEET 3 TO GSA FORM 3626  
U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)  
OFFER DETAILS  
LEASE NO. GS-07B-16797 (LOK16797)

1. This lease is not subject to adjustments for vacant space in accordance with SFO paragraph Adjustment for Vacant Premises, GSAR 552.270-25 (DEC 2005)

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2. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (AUG 2008). The Government's percentage of occupancy is established at 100% of entire building.

3. This lease is subject to annual operating cost adjustments as provided by Operating Costs (SEP 2009). The base rate for adjustments is established at \$4.09 per square foot of ANSI BOMA Office Area (Useable).

4. Number of parking spaces being provided as part of the rental consideration 15.  
Structured 0 Surface 15

5. Overtime rates shall not be paid during normal building hours of operation as identified on Page 1 of 2, Section B., of the GSA Form 3626. If heating or cooling is required on an overtime basis, it will be provided at a rate of \$40.00 per hr

6. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

Initials: JPM & sd  
Lessor Govt