

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

1. LEASE NUMBER  
LND14464

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 2,194 rentable square feet of office and related space located in Kulm, ND for occupancy not later than April 1, 2010 for a term of 3 years with a 2 year option to renew. Rentable space must yield a minimum of 2,194 square feet of ANS/BOMA Office and Related Space Area (previously available) 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 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. 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 common electrical services, toilets, lights, elevators, and Government office machines without additional payment.

2. 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 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 checked="" type="checkbox"/> PAINTING FREQUENCY                            |  |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING         | Frequency: every 6 months                           | Space: every 5 years  |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> TOILET SUPPLIES          | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas: every 5 years   |  |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency: annually                                 |   |  |

3. 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.

4. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANS/BOMA Z85.1-1996 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):

APB ATM

**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)  Hometown Credit Union 17 Main Ave South Kulm, ND 58456-7101	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  1	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT.  2,194	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE                      Storage Locker

**B. TERM**

To have and to hold, for the term commencing on April 1, 2010 and continuing through March 31, 2013 inclusive. The Government may terminate this lease at any time on or after April 1, 2012, by giving at least 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**

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 \$16,927.80	9. MAKE CHECKS PAYABLE TO (Name and address) [REDACTED]
8. RATE PER MONTH \$1,410.65	

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.)

Hometown Credit Union: 17 Main Ave South, Kulm, ND 58456-7101

10b. TELEPHONE NUMBER OF OWNER [REDACTED]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT <u>Anthony P Buerkle</u>	13. TITLE OF PERSON SIGNING <u>CEO</u>
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[REDACTED]	15. DATE <u>2/4/10</u>	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:

Attachments to be included with Offer:

- Attachment 1 to GSA Form 3626 Minimum Lease Security Standards
- Attachment 2 to GSA Form 3626 Minimum Lease Standards
- Agency Special Requirements
- Form 1364 - Proposal to Lease Space
- Form 1217 - Lessor's Annual Cost Statement
- Form 3516 Solicitation Provisions
- Form 3518A Representations and Certifications
- Form 3517A General Clauses
- Commission Agreement
- Pre-Lease Building Security Plan
- Form 12000 Pre-lease Fire Protection and Life Safety Evaluation
- Seismic Certificate

**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) <u>ADAM MONTGOMERY</u> <del>Brenda McWhirt</del>	17b. SIGNATURE OF CONTRACTING OFFICER [REDACTED]	17c. DATE <u>5/4/10</u>
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