

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

1. LEASE NUMBER
GS-06P-01047

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The General Services Administration (GSA) is seeking to lease approximately 1,150 Rentable square feet of data space and 319 Rentable square feet of office and related space in Topeka, KS for occupancy not later than June 1, 2012 for a term of 8 years. Rentable space must yield approximately 1,000 square feet data space and 277 square feet of office space according to the ANSI/BOMA Office Area measurement method for use by Tenant for personnel, furnishing, and equipment. The Government may terminate this lease in part or in whole at any time after May 31, 2017 upon 90 days' written notice to the Lessor.

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 Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

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, 24 hours per day, 7 days per week. 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 subsequent to award after receipt of approved layout drawings.

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	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>annually</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>as needed as determined by the Lessor</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>annually</u>	Public Areas <u>as needed as determined by the Lessor</u>	

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

- (1) Completed and initialed Supplemental Lease Requirements
- (2) Completed and initialed General Clauses
- (3) Completed, signed and initialed Representations and Certifications
- (4) One-eighth inch (preferred) or larger scale first generation blue line plans of the space offered
- (5) Other information as required in the attached Supplemental Lease 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 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)**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 920 SE Quincy Topeka, KS 66612-1116	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1 st	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT. 1,150 Data 319 Office	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 June 1, 2012 and continuing through May 31, 2020 inclusive. The Government may terminate this lease at any time on or after May 31, 2017, 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.

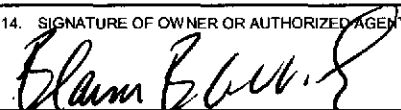
C. RENTAL

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.

7. AMOUNT OF ANNUAL RENT \$71,150.00	9. MAKE CHECKS PAYABLE TO (Name and address) BNSF Railway Company P.O. Box 67160 Dallas, TX 75267-6160
8. RATE PER MONTH \$5,929.17	

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.)

The BNSF Railway Company
2500 Lou Menk Drive – AOB3
Ft. Worth, TX 76131

10b. TELEPHONE NUMBER OF OWNER (817) 352-6461	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 Blaine Bilderback	13. TITLE OF PERSON SIGNING Director – Corporate Facilities	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE <u>5/31/2012</u>	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. Award (Date)

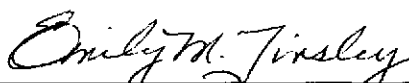
PART III - AWARD (To be completed by Government)

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:

- Supplemental Lease Requirements dated 10/27/04 (rev. 04/07/05).
- Agency Data Center Requirements
- Floor Plans of the Data and Office Space

The Government acknowledges and agrees that, as of the date of this Solicitation, the premises meets the standard set forth in Section B, paragraph 2 above and accepts the premises "As Is" except as tenant improvements may be otherwise agreed to by both parties.

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) Emily M. Tinsley	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 8.13.12
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