

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

1. LEASE NUMBER
GS-07B-16771

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 3,143 rentable square feet of office and related space located in Zuni, New Mexico for occupancy not later than February 22, 2010 for a term of 10 years, 5 years firm. Rentable space must yield a minimum of 2,733 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment. Any space offered in addition to the ANSI/BOMA Office Area listed above must be offered at no additional cost to the Government.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS FEBRUARY 26, 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):

- 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 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.
- g. The Lessor shall complete any necessary alterations within 45 calendar 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.
- i. The Lessor shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to an annual adjustment of operating costs. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364A, Proposal to Lease Space. If it is not indicated clearly, the Government will assume that you DO NOT want annual adjustments.

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 type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input type="checkbox"/> PAINTING FREQUENCY | (Specify below) |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | Space _____ | see Attachment 3 to Form 3626, Special Requirements |
| <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>Daily</u> | | |

6. OTHER REQUIREMENTS

In the event that a Tribe contracts under any law that allows the Tribe to assume a program from the Federal Government (such as P.L. 93-638, 100-297, etc) which are performed by Government personnel, located in the General Services Administration leased space, subject lease becomes null and void upon Tribal assumption of the Federal Government program and with the departure of the last BIA employee from the space.

Lessor shall provide up to \$8,325.70 for Tenant build out as a component of the full service rental rate. The total tenant build out allowance of \$8,325.70 has been included in the full service rental rate at the rate of \$9.72 per rentable square foot, amortized at .085% for 12 months of the lease term. ✓

In accordance with Paragraph 3.4, Overtime Usage, the overtime HVAC services will be provided at the rate of \$12.60 per hour. Overtime rates shall not be paid during normal business hours.

This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is \$6.48 per occupiable square foot per annum.

If you desire that this lease be subject to operating cost escalation in accordance with the terms of Paragraph 1.7 of Attachment #2, please specify clearly the following: for operating cost adjustment, the operating costs are established at \$5.44 per rentable square foot. The base cost of services is established at \$17,097.92 per year based on \$5.44 per rentable square foot for 3,143 total rentable square feet.

The common area factor of the proposed leased space is 15 percent.

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):
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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 <i>(Include ZIP Code)</i> Shiwi Tribal Offices 1203 B State Hwy 53 Zuni, New Mexico 87327	2. LOCATION(S) IN BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> a. FLOOR(S) 1 (one) </td> <td style="width:50%;"> b. ROOM NUMBER(S) </td> </tr> <tr> <td> c. SQ. FT. RENTABLE <u>3143</u> ABOA <u>2733</u> Common Area Factor <u>1.15</u> </td> <td> d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE </td> </tr> </table>	a. FLOOR(S) 1 (one)	b. ROOM NUMBER(S)	c. SQ. FT. RENTABLE <u>3143</u> ABOA <u>2733</u> Common Area Factor <u>1.15</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE
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B. TERM

3. To have and to hold, for the term commencing with acceptance of the space and continuing for ten (10) years inclusive. The Government may terminate this lease at any time on or after the fifth year 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

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 \$30,549.96 <i>(see Rider for full terms)</i>	7. HVAC OVERTIME RATE PER HOUR 12.60	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO <i>(Name and Address)</i> Zuni Tribe 1203 B State Hwy 53 Zuni, New Mexico 87327-0339
6. RATE PER MONTH \$2,545.83 <i>(see Rider for full terms)</i>		

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.)*
Pueblo of Zuni, 1203 B State Hwy 53, Zuni, New Mexico 87327-0339

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER <i>(Specify)</i>
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11a. NAME OF OWNER OR AUTHORIZED AGENT <i>(Type or Print)</i> Norman Coocvate [REDACTED]	11b. TITLE OF PERSON SIGNING Governor
	11d. DATE 9/8/2010

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:

- (e) Rider to Lease
- (f) Attachment 1 to GSA Form 3626, Minimum Lease Security Standards
- (g) Attachment 2 to GSA Form 3626, Supplemental Lease Requirements for Small Leases
- (h) Legal Description
- (i) Exhibit A – Drawing of Leased Space

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 <i>(Type or Print)</i> Jeffrey Navarro	3c. DATE 9/28/2010
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