

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

1 LEASE NUMBER
GS-08P-14995

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 6,831 rentable square feet of office space located in The Durango Tech Center Building, 135 Burnett Drive, Durango, CO 81301 for occupancy not later than August 22, 2015 (date) for a term of 6 months. Rentable space must yield a minimum of 6,831 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment. Suite 101 (2,353 sf), 103 (2,125 sf), 107 (2,353). The term of the Lease is considered a soft term with the Government providing not less than 21 days written notice to Lessor to vacate the space in whole or in part (partial space shall consist of one entire unit). Twenty one (21) parking spaces are also to be provided to the Government at no additional cost. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS August 21, 2015.

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. The alternate approach for this lease is the Life Safety Standards as adopted by the City of Durango. 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 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 6 a.m. to 6 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 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 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 type="checkbox"/> WINDOW WASHING | <input type="checkbox"/> PAINTING FREQUENCY _____ | |
| <input type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | Space _____ | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | Public Areas _____ | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV & SUPP | Frequency _____ | | |

3 OTHER REQUIREMENTS

Although the utility services are to be provided to the Government, the Government will pay for the separate metering for the units listed above during the term of the Lease. The CAM, which excludes the costs of the above-referenced utilities, is charged at \$699.45/monthly and is paid as operating expenses.

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/ADOMA 265 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)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5 NAME AND ADDRESS OF BUILDING (Include ZIP Code) Durango Tech Center 135 Burnett Drive Durango, CO 81301	6 LOCATION(S) IN BUILDING	
	a FLOOR(S) 1	b ROOM NUMBER(S) 101, 103, 107
	c. RENTABLE SQ. FT. 6,831	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 August 22, 2015 and continuing through February 21, 2016 inclusive. The Government may terminate this lease at any time on or after September 12, 2015, by giving at least 21 calendar 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 \$134,766.90 (\$126,373.50 shell rent) (\$8,393.40 operating rent)	9 MAKE CHECKS PAYABLE TO (Name and address) Board of County Commissioners, La Plata County 1101E. 2 nd Avenue Durango, CO 81301
8 RATE PER MONTH \$19,728	

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.)

Board of Commissioners, La Plata County

10b TELEPHONE NUMBER OF OWNER [REDACTED]	11 TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input checked="" type="checkbox"/> OTHER (Specify) Sub-Lessor
12 NAME OF OWNER OR AUTHORIZED AGENT Gwen Lachelt	13 TITLE OF PERSON SIGNING Chair La Plata County Board of Commissioners
14 [REDACTED] AGENT	15 DATE August 25, 2015
	16 OFFER REMAINS OPEN UNTIL 4:30 P.M. August 27, 2015 (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:

- The Government will not store or use any chemical or hazardous materials on the property.
- The Government is self insured.
- The Government will be responsible for the repair of any damage caused by its use of the premises. At the termination of use, the Government shall leave the property in its original condition, normal wear and tear excepted.
- [REDACTED] will be responsible for janitorial services related to its use of the property.
- The property is not furnished. The Government shall be responsible for procuring all furniture and fixtures required for its use and shall remove the same within 48 hours of the termination of use.
- [REDACTED] shall not allow any other agency, individual, contractor or other party to use the premises without the written consent of the County.
- Landlord shall allow the Government to contract for IT services/installation and payment thereof in the Government demised 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)

Christy Sebring



17c. DATE

9/2/15