



AGENDA SHEET

Board Meeting Date: 10/21/2024
Agenda Category: Action Item
Date of Agenda Sheet: 10/17/2024
Prepared and Presented By: Sam Carver, Airport Director

SUBJECT:

Recommendation and approval to execute a renewed lease with the Bureau of Land Management for office space at Garfield County Airport – CAO and Airport.

The Rifle Garfield County Airport will meet the requirements as found in the Solicitation Lease form numbering L24PL000, specifically leasing the U.S. Government – Bureau of Land Management - (Tenant) approximately 3,334 square feet of rentable office and related space with approximately 2,976 square feet usable as calculated by radius p.c. from the initial lease agreement.

SUMMARY:

The BLM entered into a lease agreement with Garfield County for property at the Rifle Garfield County Airport, on June 1, 2008, with the agreement expiring on May 31, 2023. The base lease rate for the facilities was \$5.06 per square foot annually with an additional utilities/janitorial lease rate of \$3.67 per square foot. The total cost per square foot was \$8.73 per square foot, which equals \$29,105 annually.

A Standstill Agreement was executed on May 15, 2023, and expired on May 31, 2024. The parties (BLM & Garfield County) entered into a Standstill Agreement Extension on May 31, 2024, that expires on July 31, 2024.

July 2024, the Parties wish to extend the current Standstill Agreement until October 31, 2024, to allow the parties to finalize lease extension negotiations. The Standstill Agreement termination date may be extended by mutual written consent of the parties.

July 2024, the Parties agree to extend the current Standstill Agreement until October 31, 2024, under the same terms and conditions of the Standstill Agreement executed on May 15, 2023.

BLM has paid \$29,105 annually for its land lease, which includes utilities but does not include Airport weight room access. The BLM pays additional water usage charges that are not assigned to the lease for usage between May 1 and October 1 (fire season).

The Airport Director solicited a Fair Market Rent Opinion, which Paige Haderlie, GRI, REALTOR, with Property Professionals, provided on April 11, 2022, to determine the market value of the office space. This Market Rent Opinion supports the \$11.00 per square foot lease rate.

The 2024 BLM lease renewal includes a 20-year lease term. Effective June 1, 2023, BLM shall pay Lessor an annual rent in the amount of \$44,042.14, to consist of \$36,674.00 for facility (\$11.00/SF), and \$7,368.14 for base cost of services (\$0.90/SF for janitorial, 1.31/SF for utilities) paid in advance for the Leased Premises.

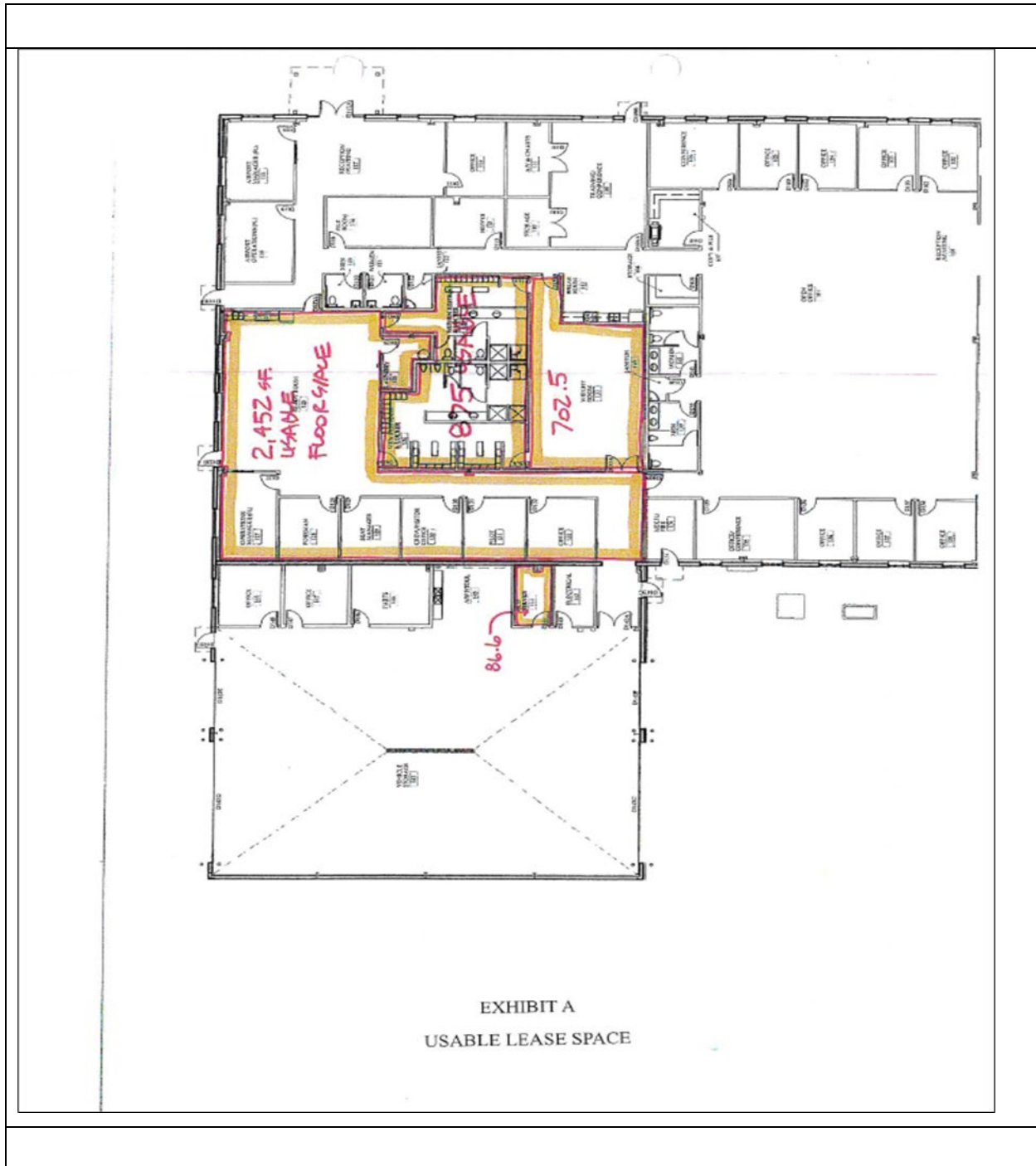
ACTION REQUIRED:

Staff recommends the approval to execute a renewed lease with the Bureau of Land Management for office space at Garfield County Airport.

Location and Site Description:

Garfield County owns certain improved real property located at 0375 CR 352 A (Rifle Garfield County Airport) in Rifle, CO. The BLM currently occupies approximately 3,500 rentable square feet of office, quarters, vehicle bays, and storage space pursuant to Lease No. L07PL00446 (Lease), as amended.

Exhibit A maps and supporting document:



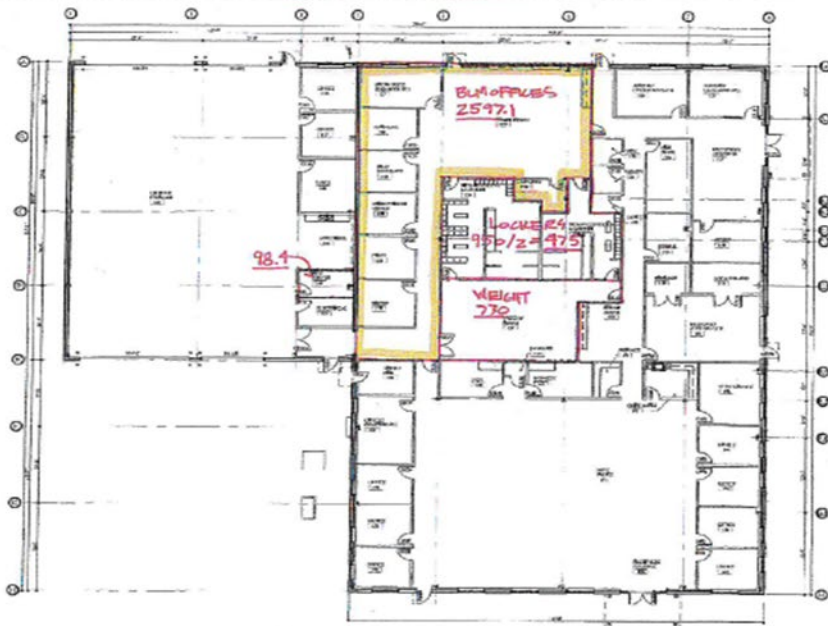


EXHIBIT B
TOTAL LEASE AREA

05-07-2024

2024 Wildland Fire / BLM Attachment-A and Attachment-B supporting lease documents.

0375 County Road 352 #2060

Rifle Co, 81650

Gross Lease space 3,334

BLM office	=	2597.1
Server room	=	98.4
Shared locker room	=	475 (950 / 2)
Electrical / mechanical room	=	58.5 (225 x .26)
<u>Shared hallway</u>	=	<u>105</u>
Total	=	3,334

Usable lease space

BLM office	=	2,452
Server room	=	86.6
<u>Shared locker room</u>	=	<u>437.5 (875/2)</u>
Total	=	2,976

Calculations from 2008 lease documents correspondence between Stephen J. Keitel, rhadius p.c and the Airport Director.

Supplemental Documents

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

REQUIREMENTS

- A. The Government of the United States of America is seeking to lease **approximately 3,334 square feet of office** for immediate occupancy.

OFFER

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on **October 30, 2024**.
- C. Name and Address of Owner: **Garfield County, Colorado**
Telephone Number: (970) 625-1091
- D. Owner is: A Corporation A Municipality
- E. Current status of System for Award Management registration for offeror is: Registration is current Registration is expired Registration is in process.
- F. Owner is a small business a small, disadvantaged business a women-owned small business (*"Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipt of \$110 million or less for the preceding three fiscal years.*).
- G. Name and Title of Person Authorized to sign Offer Owner Authorized Representative

Name: John Martin, BOCC Chairman

Date

AWARD

- H. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- I. Acceptance of offer and award: This lease contract consists of **12** pages, including the following attachments which are incorporated and made a part hereof:
GSA Form 3517 - General Clauses – 4 Pages
- J. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America:

Shannon Veigel
Leasing Contracting Officer

Date

RIFLE, CO
Wildland Fire Lease Agreement
Bureau of Land Management
Rifle Garfield Airport Heli base
LEASE NUMBER L24PL000__

WITNESSETH: The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

WHEREAS **Garfield County**, a Colorado municipal corporation ("Lessor") owns and operates the Rifle Garfield County Airport, located in Rifle, Colorado ("Airport"); and,

WHEREAS, UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("Government") desires to lease office space at Rifle, Colorado for the purpose of aerial firefighting Helibase operations; and,

1. AGREEMENT AND USE:

Lessor hereby leases to the **Government** the below described Leased Premises (Leased Premises):

Approximately 3,334 square feet of rentable office and related space with approximately 2,976 square feet of usable space located at Rifle Garfield County Airport in Rifle, CO (Leased Premises), and more particularly depicted in **Exhibit A: Leased Premises**.

GOVERNMENT's use includes, but is not limited to, operating Heli base equipment for firefighting, shuttle training, inspection, emergency transporting and loading and unloading persons, cargo and property to and from the Leased Premises for the operational support of the GOVERNMENT'S Colorado Fire Management Program. GOVERNMENT is granted exclusive use of the operations room #127, foreman/assistant room #128, pilot's office #131. Lead's office # 132, SEAT office #129, crew/visitor space #130, open/ready room with kitchenette #123 and server room #144 with additional non-exclusive access to two restrooms #126 and 124, men's/women's locker room #126 and 124 laundry room for ready room when necessary for operation, a 100'W by 80'L white line painted box reserved exclusively for GOVERNMENT use from April 15 to October 15 each year. This designated box customarily holds one (1) Astar helicopter and support vehicle and is located adjacent to the office space with accessibility through nearby security ramp access door.

GOVERNMENT is granted non-exclusive access to the following, if available; 4 reserved oversized vehicle parking, aerial tie-downs, and other common area facilities, designated space(s) to park aircraft and conduct support activities related to aerial wildland fire suppression and logistical support operations.

GOVERNMENT is also granted the non-exclusive right to utilize such Airport runways, taxiways, and public use aprons and other rights of way as well as access across the Airport as necessary for ingress and egress to the Leased Premises to enable GOVERNMENT to provide the aerial wildland fire suppression, logistical support operations, aeronautical services, and ground initial attack resources.

See attached:

Exhibit A: Leased Premises

Exhibit B: Total Lease Area

2. TERM:

TO HAVE AND TO HOLD the said Leased Premises for a period of **twenty (20)** years, beginning **November 1, 2024**, and continuing through **May 30, 2044**, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are issued in accordance with *H.R.4366 — Public Law No: 118-42., Wildland Fire Management Continuing Appropriations Act, 2024.*

- A. EFFECTIVE **June 1, 2023**, Government shall pay Lessor an annual rent in the amount of **\$44,042.14**, to consist of \$36,674.00 for facility (\$11.00/SF), and \$7,368.14 for base cost of services (\$0.90/SF for janitorial, 1.31/SF for utilities) paid in advance for the Leased Premises.
- B. The base rate for escalation of operating expenses shall be \$2.21 per square foot. An annual CPI escalation will be applied to the total base cost of services, which are identified for this Lease as \$7,368.14.
- C. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event Government exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- D. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM). Invoice submittal is not required.

4. TERMINATION:

Both Parties have the following termination rights:

- A. Termination shall require **180** days' written notification to the other party.
- B. Rent for a period of less than a month shall be prorated. In the event Lessor exercises its option to terminate, advanced rentals received shall be prorated to coincide with the termination date.
- C. Said notice shall be computed commencing with the day after the date of mailing.

5. UTILITIES:

- A. Government shall have access to the Leased Premises at all times without additional payment.
- B. Lessor agrees to pay all use costs for electricity, gas, water, sewer, trash, and other utilities, including hookup fees and charges, used by Government on Leased Premises and Government assumes no responsibility for such utilities.
- C. Lessor must have a designated representative available to promptly address all utility deficiencies.

6. ALTERATIONS:

With prior Lessor permission, said permission not to be unreasonably withheld, Government shall have the right during the existence of this lease agreement to make alterations, attach fixtures or signs in or upon the Leased Premises, which fixtures, additions on, upon, or attached to the said Leased Premises shall be and remain the property of Government and may be removed or otherwise disposed of by Government.

Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Premises. Government has the right to request Lessor to perform said alterations in the Leased Premises. Any Government requested alterations to the space will be funded by Government. Upon removal of the alterations, Government shall return the Leased Premises in the same condition, normal wear and tear excepted.

7. WAIVER OF RESTORATION:

Government shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Government on the Leased Premises, and all expenses connected with such removal shall be borne by Government. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. Government shall remove from the Leased Premises all debris resulting from the removal and Government shall leave the Leased Premises in a clean and orderly condition, acceptable to Lessor. Lessor waives any and all restoration costs.

8. ADDITIONAL SERVICES:

Lessor is responsible for timely submittal of invoices for additional operational services requested by Government and provided by the Lessor. Typical operational services request on a case-by-case situation may be for parking, snow removal, hardstand sweeping, etc. Lessor will not be paid for any services that are not authorized in advance in writing by the Government on-site Representative. Upon presentation of a properly certified invoice to Lease Contracting Officer, payment will be made by Government for services requested and furnished.

9. LANDING FEES:

The Government shall pay landing fees to the Lessor in accordance with the landing fee schedule in effect at the time of usage. To facilitate billing of such fees, the Government on-site Representative shall submit to the Lessor the number of landings at the end of each month. The Government on-site Representative will process payment for said fees incurred in direct support of fire suppression operations, fire detection, or other official flights authorized by the Government on-site representative.

10. LIABILITY:

Government is responsible for the Leased Premises located at Rifle Garfield County Airport as determined under and in accordance with this Lease Agreement and the laws of the State of Colorado but limited by the laws of the United States of America.

Government shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

11. QUIET ENJOYMENT:

Lessor expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, Government shall peaceably have, possess, and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from Lessor or Lessor's designated representatives, subject to Lessor's various rights contained elsewhere in this Lease Agreement.

12. BENEFITS:

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise here from, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

13. AIRPORT CLAUSES (Last Revised 2024)

A. CONSTRUCTION BY LESSOR

Government recognizes that from time to time during the Base Term and any extension term(s) of this agreement, it may be necessary for the Lessor to engage in construction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the then existing volume and character of air traffic and flight activity. Such construction may include temporary runway and/or Airport closure. Such activity may inconvenience or interrupt Government's operations and will require accommodation by Government ; however, the Lessor shall not disrupt the Government's operations during the months of April through September, the most active part of Wildland Fire season, and shall make all reasonable efforts to provide advance notice of one (1) year, and shall minimize such inconvenience or interruption, including but not limited to allowing Government to operate from a temporary location and/or out of temporary facilities, as long as, in the sole judgement of the Lessor, such operations can be safely maintained during construction.

B. RELOCATE OR REPLACE

In the event Lessor requires the Leased Premises or any portion thereof, as identified in Section A, above, for development of the Airport, the Lessor reserves the right, consistent with the Local Government Budget Act, as amended and by the provisions of the Colorado Constitution, to negotiate a purchase of the Leased Premises and associated improvements or to relocate or replace, at the Lessor's expense, Government's Leased Premises and associated improvements in substantially similar form at another generally comparable location suitable to Government's operations as defined in this Agreement. The Lessor shall provide one (1) year advance written notice prior to such negotiation or relocation.

C. NO LIABILITY

Government agrees that, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671- 2680 and the Disputes Clause FAR 52-233-1, no liability shall attach to the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience, interruption, relocation, or replacement. The Government, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671- 2680 and the Disputes Clause FAR 52-233-1, waives any right to claim damages for such, provided, however, that this waiver shall not be construed as a waiver of any claim for physical damage to the Leased Premises or the personal property of the Government resulting from negligence or willful misconduct or the Lessor's failure to comply with Section A., above.

14. RELATIONSHIP OF PARTIES:

It is understood that Lessor is not in any way or for any purpose a partner or in a joint venture with, or agent of, Government in its use of the Leased Premises or any improvement thereon.

15. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **Lessor** shall be mailed to:

Rifle Garfield County Airport

Attn: Airport Director

0375 County Road 352, #2060

Rifle, CO 81650

Electronic Correspondence: scarver@garfield-county.com

Telephone: (970) 379-5156

All notices to **Government** shall be mailed to:

Real Estate Leasing Services for

Bureau of Land Management

National Operations Center Denver Federal Center Building #50, OC651

P.O. Box 25047

Denver, CO 80225-0047

Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

Government on-site Representative: Lathan Johnson, (575) 627-0272

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

16. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements, or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

17. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

AGREED AND EXECUTED as below written:

ATTEST:

LESSOR:

GARFIELD COUNTY, COLORADO

_____ Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

GOVERNMENT:

UNITED STATES OF AMERICA DEPARTMENT INTERIOR BUREAU OF LAND MANAGEMENT

Shannon Veigel _____ Date
Leasing Contracting Officer

Exhibit A (1 Page)
Bureau of Land Management
Garfield County Airport
Rifle, Colorado

Exhibit A: Leased Premises

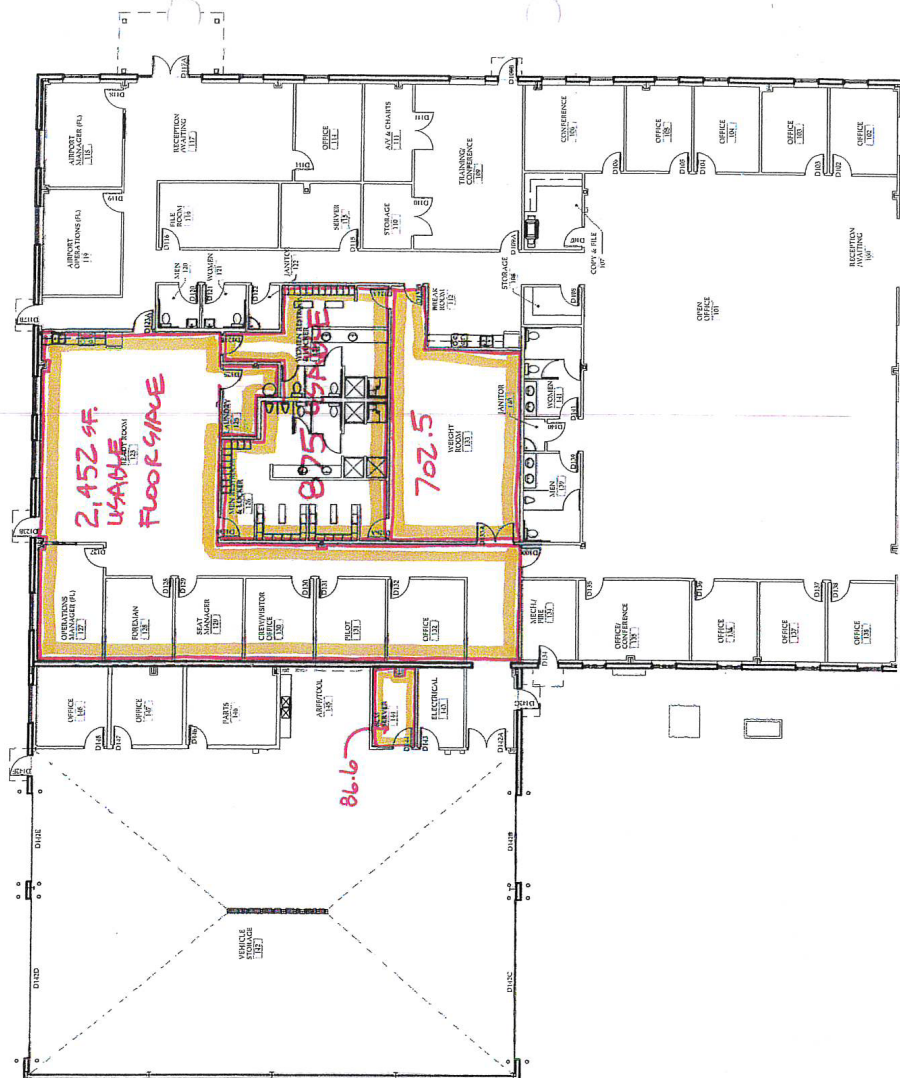


EXHIBIT A
USABLE LEASE SPACE

Exhibit B (1 Page)
Bureau of Land Management
Garfield County Airport
Rifle, Colorado

Exhibit B: Total Lease Area

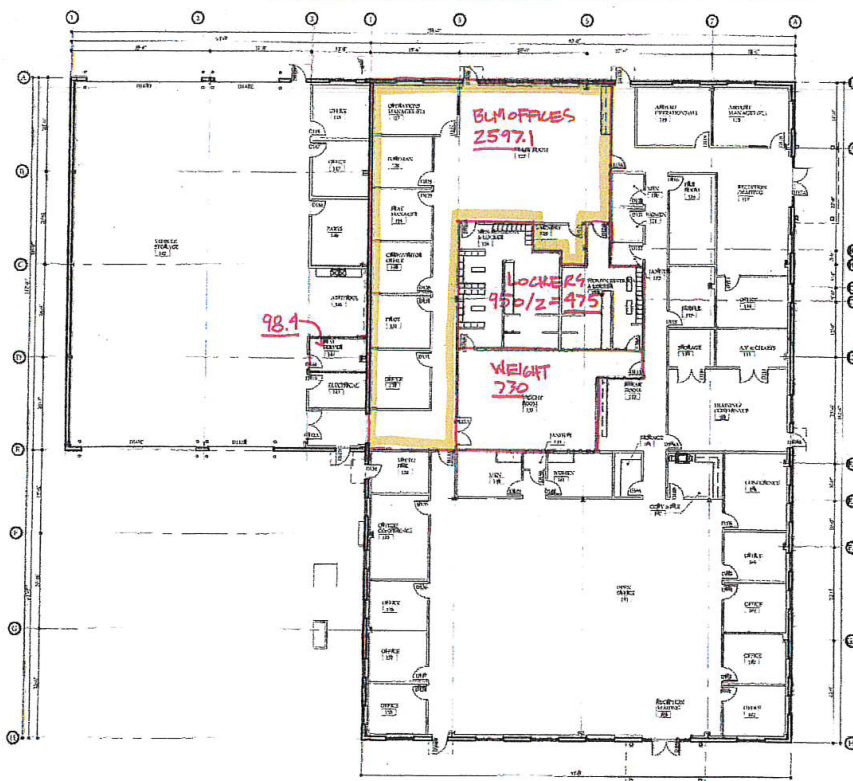


EXHIBIT B
TOTAL LEASE AREA

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.270-20	PAYMENT (DEVIATION)
7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION
12	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
13	<i>Clauses incorporated by reference include:</i>	
	FAR 52.204-2	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS

	AND CERTIFICATIONS
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-26	EQUAL OPPORTUNITY
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
FAR 52.223-6	DRUG-FREE WORKPLACE
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT DISPUTES
FAR 52.233-1	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
GSAR 552.204-9	ALTERATIONS
GSAR 552.270-12	ADJUSTMENT FOR VACANT PREMISES
GSAR 552.270-16	MUTUALITY OF OBLIGATION
GSAR 552.270-28	PROMPT PAYMENT
GSAR 552.270-31	

GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

BLM will maintain government-owned structures, including the Building, Building systems, and all equipment, fixtures, and appurtenances under this Lease, in good repair and condition.

GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (c) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (d) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.
 - (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
 - (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

- (e) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (f) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (g) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (h) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
- (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
 - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If

default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;

(3) Terminate the lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises or render the premises unusable for its intended purposes.

(c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

- (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
- (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
- (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
 - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
- (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

- (a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:
- (1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or
 - (2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.
- (b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.
- (c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$(1 + CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

- (d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.
- (e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.
 - (3) A lump sum equitable adjustment. or
 - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201– 1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
 - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the

Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article, or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

- (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - (F) Brand;
 - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (H) Item description; and
 - (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far> <https://www.acquisition.gov/browse/index/gsam>.

The following clauses are incorporated by reference:

- FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
- FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)
- FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)
(Applicable to leases over \$35,000 total contract value.)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over \$2,000,000.)
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
(Applicable when the clause at FAR 52.215-10 is applicable.)
- FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III

	(JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2023) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014) PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)
GSAR 552.204-9	ALTERATIONS (SEP 1999)
GSAR 552.270-12	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-25	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-28	
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

BLM & Rifle Garfield County Airport 2023 lease considerations

Please review

Original Solicitation

Lease #NC-L-07-0446

Lease #NC-L-07-0446 - Addendum 1

Lease #NC-L-07-0446 - Addendum 2

Salient points to also consider:

Four (4) reserved oversized vehicle parking stall included, do you need additional stalls?

The use of the exercise room is excluded from use, is this still your desire? The use of this area would be an additional cost for access.

Locker room clarification

10-mens lockers assigned in lease / currently occupying 20-mens lockers

5-wemans lockers assigned in lease / currently occupying zero

Historically a 100'w X 80' L white lined painted box is reserved exclusively for the BLM use from April 15 to October 15 each year. This painted box customarily holds one (1) Astar helicopter and support vehicle. This box is located adjacent to the BLM offices and accessible through a security ramp access door. While this box is usually home to an Astar helicopter, the white painted box does not specifically meet any helicopter landing pad standards. If this box is sufficient for your needs, I will include a reference to it in the new lease as a "Reserved ramp operations area". If your requirements have changed and an official Heli-pad with landing zones, touch down & lift off areas and final approach & departure paths is required the airport will start the process with our airport engineer to create a specific location that will accommodate this. An official helipad will come at a considerable additional expense. 2022 estimates for an official Heli-pad were \$500,000 to \$750,000 each depending on the type of helicopter the Heli-pad is designed to accommodate.

Other items you wish the BOCC to consider.

10 of 2
BLC

Current Lease #NC-L-07-0446 June 1, 2008 to May 31, 2023

15-year term.

Leasable space / approximately 3,334sq/ft

Lease space annual rent calculation

Facility	=	\$5.06
Utilities/janitorial	=	\$3.67
<u>Total cost – sq/ft</u>	=	<u>\$8.73</u>
3,334-sq/ft x \$8.73 Annual Lease	=	\$29,105.82

Proposed Lease #NC-L-xx-xxxx June 1, 2023 to May 31, 2038

15-year term.

Leasable space / approximately 3,334sq/ft

Lease space annual rent calculation

Facility	=	\$13.00
Utilities/janitorial	=	\$3.42
<u>Total cost – sq/ft</u>	=	<u>\$16.42</u>
3,334-sq/ft x \$16.42 Annual Lease	=	\$54,744.28

See detailed calculation sheet

Note: Change in airport name from Garfield County Regional Airport to **Rifle Garfield County Airport**

Note: The BOCC authorized the Airport Director to enter lease negotiations with the BLM for office space at the Airport. This information is for negotiating purposes only and is not binding on the County until it is approved in a public meeting by the County Commissioners.

2 of 2
BC



April 11, 2022

Brian Condie
0375 County Road 352
Building 2060
Rifle, Colorado 81652

RE: Fair Market Rent Opinion

Dear Mr. Condie,

Thank you for allowing me to prepare a Fair Market Rent Opinion.

The subject space is located at 0375 County Road 352 in Rifle, Colorado. The space is 5,000 +/- square feet of finished office space and an additional 1,200 +/-square feet of common space.

The use of this space includes a break area complete with adequate kitchen space and seating, exercise facility, men's and women's locker rooms, 25 furnished office spaces, and common and private conference rooms.

The space features quality finishes and furnishings. It features many unique characteristics that many office spaces in the local area may not offer, including ample parking and exercise facility.

Based on local market rent rates, I would value the fair market rent to be between \$11.00/sq. ft and \$13.00/sq. ft. for the space. The cost per square foot would increase to include the use of the office equipment and fixtures by approximately \$1.00/sq. ft., bringing the fair market rent to between \$12.00/sq. ft. and \$14.00/sq. ft. Any common area would value around \$5.50/sq. ft. The cost per square foot amounts represents a gross lease to the tenant, and not a NNN.

I trust this information will be useful to you, but should you have any additional concerns or questions, please feel free to reach out.

Sincerely,

Paige Haderlie, GRI, REALTOR
Owner, Broker Associate
Property Professionals
704 Main St
Silt, CO 81652
(970)618-4775 cell
paige@paigehaderlie.com

375 CR 352, Building 2060 Utility Totals

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Natural Ga	\$1,097.52	\$1,207.42	\$908.06	\$630.23	\$392.15	\$167.18	\$66.07	\$70.73	\$73.82	\$80.51	\$438.22	\$2,115.62	\$7,247.53
Holy Cross	\$1,193.82	\$1,145.76	\$1,198.58	\$1,096.00	\$1,160.96	\$1,439.89	\$1,615.75	\$1,596.83	\$1,433.75	\$1,235.10	\$1,197.49	\$1,193.71	\$15,507.64
City of RHI	\$96.01	\$99.43	\$110.54	\$99.43	\$506.31	\$782.27	\$758.62	\$805.93	\$608.81	\$309.19	\$110.54	\$99.43	\$4,386.51

Rifle Garfield County Airport Administration Building #2060, Rifle, CO

2023 numbers

Total Square Footage

Area	sf	%
Airport Administration	4,106	22.25
BLM – Heli-Tac	3,334	18.10
Center of Excellence	5,810	31.50
Maintenance	5,200	28.15
Total Building	18,450 sf	100%
2023 Market Rate (see attached)		\$11 - \$13 – sq/ft
		\$13.00 x 3,334 = \$43,342.00
Utilities/Trash 2022		
	Per year	
Natural Gas	\$ 7,274.53	
Electricity	\$15,507.64	
Trash	\$ 4,259.00	
Water	\$ 4,386.51	
	\$31,427.68	
Total – 18,450 sq/ft	\$1.70	\$1.70 x 3,334 = \$5,667.80
Cleaning 2022		
Cleaning Services & Supplies	\$23,650.00	
Total – 13,200 sq/ft office	\$1.72	\$1.72 x 3,334 = \$5,734.48
Note: no cleaning services in maintenance shop		
Cost/sf for Utilities/Trash/Cleaning for leased area	\$3.42	
Building lease rate	\$13.00	
Utilities/Trash/Cleaning	\$3.42	
Total proposed lease rate 2023 – 2038	\$16.42	\$54,744.28/year

The above numbers are without a yearly escalator for cleaning and utilities.

BLM annual lease on 3,334sq/ft without weight room access