

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

1. LEASE NUMBER
GS-04B-61854

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 **3,375** rentable square feet of space located in Riviera Beach, Florida, for occupancy not later than May 1, 2011, for a term of 5 years with a 2 year firm term. Rentable space must yield a minimum of 3,375 ANSI/BOMA Office Area square feet to a maximum of 3,375 ANSI/BOMA Office Area square feet. Twenty (20) surface parking spaces are required on site.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS ON JUNE 25, 2011.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 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 7:00 a.m. to 6:00 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.

The Lessor shall complete any necessary alterations within 60 days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

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|---|--|--|--|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES, BALLASTS | <input checked="" type="checkbox"/> TOILET SUPPLIES |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | <input checked="" type="checkbox"/> WATER (Hot & Cold) |
| <input type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>See Attachment C</u> | | |

3. OTHER REQUIREMENTS

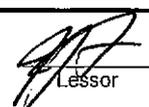
The Government enters into this sub-lease with Tropical Shipping with the mutual understanding that Tropical Shipping will assume and comply with all Port of Palm Beach master lease clauses. The Government cannot honor the following master lease clauses:

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|---|---|
| 1. Section Three: Additional Rent Provision | 4. Section Eight: Default Provision |
| 2. Section Five: Insurance Provision | 5. Section Thirteen: Renewal Provision |
| 3. Section Six: Indemnity Provision | 6. Section Seventeen: Repairs, Construction and Repairs |

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 Z65.1-1998 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):


Lessor


Government

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) CES Building 821 Avenue E Building D Port of Palm Beach Riviera Beach, FL 33404-7523	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)/SUITE 1st Floor	b. ROOM NUMBER(S) N/A
	c. SQUARE FOOTAGE RSF : 3,375 ABOA SF: 3,375	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE <u>20 surface parking spaces</u>

B. TERM

To have and to hold, for the term commencing on May 1, 2011 and continuing through April 30, 2016 inclusive. The Government may terminate this lease, in whole or in part, at any time on or after May 1, 2013, by giving at least 60 days notice in writing to the Lessor. In the event that the agreement between Tropical Shipping and the Port of Palm Beach is terminated, or expired, The Lessor may terminate this lease, in whole or in part, on or after May 1, 2013, by giving at least 120 days notice in writing to the Government. 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. ANNUAL RENT SEE ATTACHMENT H	9. MAKE PAYMENT TO (Name and address) Tropical Shipping & Construction 5 E. 11th Street Riviera Beach, FL 33404-7523
8. MONTHLY RENT SEE ATTACHMENT H	

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.)
Port of Palm Beach District, Maritime Office Center, One East 11th Street, Riviera Beach, FL 33404-6904

10b. TELEPHONE NUMBER OF OWNER (561) 383-4100	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input checked="" type="checkbox"/> OTHER (Specify) LANDLORD
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12. NAME OF OWNER OR AUTHORIZED AGENT John J. Fiser	13. TITLE OF PERSON SIGNING AVP Logistics & Marine
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14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE 7.6.11	16. TELEPHONE NUMBER OF PERSON SIGNING 561-840-2729
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PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) GSA Form 3518, Representations and Certifications, (c) GSA Form 3517, the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

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|------------------------------------|--|
| Attachment A – Definitions | Attachment E – Standard Performance Specifications |
| Attachment B – Tenant Improvements | Attachment F – Building Shell Requirements |
| Attachment C – Janitorial | Attachment G – Minimum Lease Security Standards |
| Attachment D – Operating Costs | Attachment H – Rental Rate Schedule |

For operating cost escalation purposes, the annual base cost of services is hereby established at \$16,983.16 (\$5.35 per RSF).

The Government's percentage of occupancy is 75.50% based on Government occupancy of 3,375 rentable square feet and total building area of 4,470 sf.

The hourly overtime rate for HVAC is \$0.00.

The adjustment rate for vacant premises shall be \$5.03 per RSF.

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) Michael S. Ellis	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 7/12/11
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GENERAL SERVICES ADMINISTRATION

Initials:

Lessor

Government