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

1. LEASE NUMBER
LTQ02440

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 2,790 rentable square feet of office space located in Saipan, MI for occupancy upon Government acceptance of space, for a term of ten (10) years/ five (5) years firm with (3) onsite, outside reserved surface parking spaces. Rentable space must yield a minimum of 2,535 to a maximum of 2,662 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

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 (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. 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.

d. The Building, leased space and areas serving 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. As part of the rental consideration, services, utilities, and maintenance will be provided daily, extending from 6:00am to 5:00pm, excluding 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, and Government office machines without additional payment. The Lessor shall have a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

g. The Lessor shall complete any necessary alterations within one hundred eighty (180) calendar days after construction notice to proceed is given.

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.

5. SERVICES AND UTILITIES

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

	☒ TRASH REMOVAL		☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER Pest Control and landscape maintenance as appropriate
☒ ELECTRICITY	☒ CHILLED DRINKING WATER (Bottled Water)	☒ WINDOW WASHING		
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency Twice a year	☒ PAINTING FREQUENCY	
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES	☒ CARPET CLEANING	Space 3 years	
	☒ JANITORIAL SERV. & SUPP.	Frequency Annually	Public Areas As needed	

6. OTHER REQUIREMENTS Offerors should also include the following with their offers:
a. GSA Form 3626, **b.** Attachment to Form 3626; **c.** Attachment 2 to 3626 **d.** GSA Form 3517A; **e.** GSA Form 3518A; **f.** GSA Form 3516A; **g.** GSA Form 1217; **h.** GSA Form 1364 ; **i.** Pre-Lease Building Security Plan; **j.** GSA Form 12000; **k.** Certificate of Seismic Compliance; **l.** Floor plan highlighting the demised premises & Site plan highlighting the parking plan

A fully serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term shall also be provided.

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

X

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."

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 *(Include ZIP Code)*

Saipan International Airport
PO Box 501055
Saipan, MP 96950

2. LOCATION(S) IN BUILDING

a. FLOOR(S): 2

b. ROOM NUMBER(S):

c. SQ. FT.
RENTABLE 2,790
ABOA 2,535
Common Area Factor 1.10

d. TYPE
☒ GENERAL OFFICE
☐ WAREHOUSE
☐ OTHER *(Specify)* _____

B. TERM

3. To have and to hold, for the term commencing on space acceptance date by the Government and continuing through a ten (10) years, Lease term. The Government may terminate this lease in whole or in part at any time on or after the fifth (5) year, by giving at least 30 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
See Attachment 2 to GSA Form 3626

6. RATE PER MONTH
See Attachment 2 to GSA Form 3626

7. HVAC OVERTIME RATE PER HOUR
See Attachment 2 to GSA Form 3626

8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO *(Name and Address)*

Commonwealth Ports Authority
P.O. Box 501055
Saipan, MP 96950-01055

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.)*

Commonwealth Ports Authority
PO Box 501055
Saipan, MP 96950

9b. TELEPHONE NUMBER OF OWNER
[redacted]

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
☐ AUTHORIZED AGENT
☐ OTHER *(Specify)*

11. [redacted]

11b. TITLE OF PERSON SIGNING
ACTING CONTRACTING OFFICER

11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT

11d. DATE

PART III - AWARD *(To be completed by Government)*

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) GSA Form 3626, (b) Attachment to General Form 3626, (c) Attachment 2 to the General Form 3626, (d) Representations and Certifications, (e) the Government's General Clauses, (f) First Line Generation Blue Lines; (g) Site Plan; (h) Transportation Safety Administration ABAAS Improvements; and (i) the following changes or additions made or agreed to by you:

Provide three (3) outside reserved parking spaces

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 *(Type or Print)*
Charles D. Kramer III

[redacted]

3c. DATE
MAR 1 8 2011

ATTACHMENT 2 TO GSA FORM 3626
Additional Lease Terms

"12. RENT: The Government shall pay the Lessor the annual rent as follows:

- Effective Year 1 through Year 5, annual rent of $111,879.00 at the rate of $9,323.25 per month in arrears.
- Effective year 6 through Year 10, annual rent of $134,254.80 at a rate of $11,187.90 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Commonwealth Ports Authority
P.O. Box 501055
Saipan, MP 96950-01055

"13. PERCENTAGE OF OCCUPANCY: The Government occupies approximately 2.07% (2,790 RSF/ 134,882 RSF) of the Premises located at Saipan International Airport, Saipan MT.

"14. OVERTIME USAGE: Pursuant to Paragraph 4.2, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. – 5:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of $18.59 per hour for the entire space. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at Hawaii Office (9PDH), 300 ALA MOANA BLVD Room 1-336, HONOLULU,HI 96850-0001 to receive payment.

"15. 24-HOUR HVAC REQUIREMENT: The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24 hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of $0.00 per ABOA SF of the area receiving the additional overtime HVAC.

"16. RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES: If the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by $13.21 per ABOA sq. ft. of space vacated by the Government.

"17. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this Lease Agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Commonwealth Ports Authority. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the Lease Agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space."**

"18. HANDICAPPED ACCESSIBILITY: In accordance with GSA Form 3626 and as part of the rental consideration, the Lessor has agreed to upgrade "the Premises", to meet the Architectural Barriers Act Accessibility Standard (ABAAS). The building, leased space, and area serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR part 1191, App A) and the UFAS (41 CFR Part 101-19.6, App A) and local jurisdiction. Where standards conflict, the more stringent shall apply.

A. The Lessor has agreed as part of the site reconfiguration to provide an ADA Handicapped Ramp from the street level leading to the main entrance. All handicapped accessibility items identified in the attachment, Transportation Safety Administration ABAAS Improvements, Saipan International Airport, Drawings must be completed prior to the Governments occupancy of the "Premises."

B. The Lessor has agreed as part of the site reconfiguration to provide ADA Restrooms as identified in the attachment, Transportation Safety Administration ABAAS Improvements, Saipan International Airport Drawings, must be completed prior to the Governments occupancy of the "Premises."

Initials: _____ & _____ MAR 1 8 2011
Lessor Government

"19. **SEISMIC CERTIFICATE:** The Lessor's Seismic Engineer shall provide a certificate confirming that the seismic retrofit work has been completed in accordance with the Lease, Structural Drawings, State and/or Local Codes. The cost to provide the certificate shall be at no cost to the Government.

"20. **BOTTLED WATER:** The Lessor shall provide, in lieu of a drinking fountain potable bottled water in the Suite for the Government.

"21. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

Initials: _____ & _____
Lessor Government

MAR 1 8 2011