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

1. LEASE NUMBER
LAQ02601

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 2,400-2,640 usable square feet and 2,760 rentable square feet of warehouse space and three (3) full-sized, marked and reserved outside surface parking spaces located in Utulei, Fagatogo or Pago Pago Villages, American Samoa for a term of five (5) years, two (2) years firm. Rentable space must yield a minimum of 2,400 to a maximum of 2,640 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE August 13, 2010 at 4:30 pm HST and shall remain open until award.

B. STANDARD CONDITIONS AND REQUIREMENTS

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

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.

d. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

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 regulations.

f. 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, and Government office machines without additional payment.

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 (To be provided by Lessor as part of rent)

☒ HEAT – not in AS	☒ TRASH REMOVAL - [redacted]	☒ ELEVATOR SERVICE – N/A	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER (Specify below)
☒ ELECTRICITY [redacted]	☒ CHILLED DRINKING WATER – N/A	☒ WINDOW WASHING		
☒ POWER (Special Equip.)	☒ AIR CONDITIONING – N/A	Frequency Twice a year	☒ PAINTING FREQUENCY	Pest control and landscape maintenance as needed.
☒ WATER (Hot & Cold) [redacted]	☒ TOILET SUPPLIES - [redacted]	☒ CARPET CLEANING – N/A	Space – N/A	
☒ SNOW REMOVAL – not in AS	☒ JANIT SERV & SUPP [redacted] INTERIOR, LESSOR EXTERIOR	Frequency Annually	Public Areas as required	

6. OTHER REQUIREMENTS

Offerors should also include the following (**with ALL pages initialed**) with their offers, which will be attached as part of this Lease:

a. GSA Form 3626 Attachment 1 – Additional Lease Terms and Statement of Work
b. GSA Form 3626 Attachment 2 – Lump Sum Tenant Improvement Cost Breakdown
c. GSA Form 3626 Attachment 3 – Solicitation/Contract provisions (SFO)
d. Exhibit A - Floor plan highlighting the demised premises
e. GSA Form 3517A (Simplified Leases) – General Clauses
f. GSA Form 3518A (Short Form) – Representations and Certifications

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED.

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)*	2. LOCATION(S) IN BUILDING	
KDC Utulei Warehouse 3003 Utulei Pago Pago, AS 96799-3003	2a. FLOOR(S) Ground floor	2b. ROOM NUMBER(S) #100
	2c. SQUARE FEET Rentable 2,635 ABOA 2,635 Common Area Factor 1.0	2d. TYPE ☐ GENERAL OFFICE ☐ OTHER *(Specify)* ☒ WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing upon Beneficial Occupancy of the substantially completed improved office spaces and continuing over five (5) years inclusive. The Government may terminate this lease in whole or in part at any time on or after the second (2nd) year, by giving at least sixty (60) 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	7. HVAC OVERTIME RATE/HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENTS SHALL BE MADE TO *(Name and address)*
$22,134.00/yr (Year 1) $20,553.00/yr (Years 2-5)	WORKSPACE N/A per hour	Pago Pago Development, Inc. [redacted] P. O Box 30(Pago Pago, AS 96799
6. RATE PER YEAR $8.40/rsf/yr (Year 1) $7.80/rsf/yr (Years 2-5)	SERVER ROOM SEPARATE A/C N/A per hour	

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.)*
KEPAOA DEVELOPMENT CORPORATION
P. O. Box 3003 Pago Pago, Am. Samoa 96799-0000

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
(684)699-5949	☐ OWNER ☐ AUTHORIZED AGENT ☒ OTHER *(Specify)* Lessor
11a. NAME OF OWNER OR AUTHORIZED AGENT *(type or print)* Hugo R. Gebauer, Jr.	11b. TITLE OF PERSON SIGNING General Manager
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT	11d. DATE 1/13/2011

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) 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:

A) Seismic Safety – Seismic Safety is not required due to the Government occupying the warehouse space for less than two hours per day.

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)*	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
Khari D. Lane		2/25/2011