

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

1. LEASE NUMBER
GS-04B-50081

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 2,880 Rentable Square Feet of office and related space together with nine (9) surface parking spaces located in Ft. Lauderdale, FL for occupancy not later than January 15, 2011 for a term of 10 (ten) years, 5 (five) years firm with a sixty (60) day notice to the Lessor to terminate the lease after the firm term. Rentable space must yield a minimum of 2,880 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS June 21, 2010.

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.

Utilities and maintenance will be provided daily, extending from 7 a.m. to 5 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.

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

<input checked="" type="checkbox"/> HEAT	<input type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input type="checkbox"/> INITIAL & REPLACEMENT	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	LAMPS, TUBES & BALLASTS	(Specify below)
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Annually</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input type="checkbox"/> TOILET SUPPLIES	<input type="checkbox"/> CARPET CLEANING	Space	
<input type="checkbox"/> SNOW REMOVAL	<input type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Every 2 Years</u>	Public Areas <u>As Needed</u>	

3. OTHER REQUIREMENTS

N/A

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 Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - ☐ APPROXIMATELY EQUAL TO PRICE
 - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - ☐ (Listed in descending order, unless stated otherwise):

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) Port Everglades 1850 Eller Dr Ste 401 Ft. Lauderdale, FL 33316-4201	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 4 th	b. SUITE NUMBER(S) 401
	c. RENTABLE SQ. FT. 2,880	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

To have and to hold, for the term commencing upon Board approval and continuing for a term of ten (10) years, five (5) years firm. Rental to begin on the first day of the month following receipt of Certificate of Occupancy from the City of Hollywood, if different from commencement date above. The Government may terminate this lease at any time on or after the first day of the sixth 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

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$63,676.80 – Yrs. 1-5 \$72,547.20 – Yrs. 6-10	9. MAKE CHECKS PAYABLE TO (Name and address) Broward County Board of County Commissioners 1850 Eller Drive Ft. Lauderdale, FL 33316-4201
8. RATE PER MONTH \$ 5,306.40 – Yrs. 1-5 \$ 6,045.60 – Yrs. 6-10	

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.) Broward County Board of County Commissioners, Port Everglades Department, 1850 Eller Drive, Ft. Lauderdale, FL 33316-4201
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10b. TELEPHONE NUMBER OF OWNER [REDACTED]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT See Attached	13. TITLE OF PERSON SIGNING
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14. SIGNATURE OF OWNER OR AUTHORIZED AGENT See Attached	15. DATE	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. (Date)
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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) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Rider to Lease Number GS-04B-50081 (GSA Form 3626)

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) William T. Kidwell	17b. SIGNATURE OF CONTRACTING OFFICER William T. Kidwell	17c. DATE October 27, 2010
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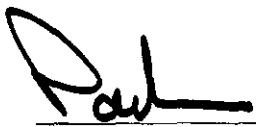
**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
BETWEEN BROWARD COUNTY AND THE UNITED STATES OF AMERICA
(LEASE NO. GS-04B-50081)**

IN WITNESS WHEREOF, the parties have made and executed this Lease Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14 day of September, 2010, and UNITED STATES OF AMERICA, signing by and through its Contracting Officer, duly authorized to execute same.

LESSOR:

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

For 
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners


Mayor

14 day of Sept., 2010

Approved as to Insurance
Requirements by
RISK MANAGEMENT DIVISION

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By:  8/24/10

By:  8/16/10

Russell J. Morrison (8/16/10)
Senior Assistant County Attorney