

**LEASE NO. HSBP-7119-L-IN0450**

Succeeding/Superseding Lease  
Modified GSA FORM L202 (May 2015) CBP March 2019

This Lease is made and entered into between

**Broward County, a political subdivision of the State of Florida**

(Lessor), whose principal place of business address is: 1850 Eller Drive, Suite 603, Ft. Lauderdale, FL 33316 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government at no cost the Premises described herein, being all or a portion of the Property located at:

2090 S.E. 42<sup>nd</sup> Street, Hollywood, Florida, consisting of 43,485.1 sq. ft.

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP and consistent with the operation of the Vehicle and Cargo Inspection System (VACIS).

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning on October 1, 2019 and continuing through September 30, 2020 inclusive for a term of one-year. At the expiration of this term the lease will automatically renew on a year-to-year basis upon the anniversary of the Commencement Date each year thereafter for 4 (four) additional years but not beyond September 30, 2024 unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the Lessor.

The signatory to this Lease for the Lessor represents and warrants that he or she is a duly authorized representative of the Lessor, with full power and authority to enter into this Lease and to bind the Lessor with regard to all matters relating to this agreement.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein, including pages 3-11 of this Lease, by their signatures below, to be effective retroactively as of October 1, 2019, upon the date of execution of the lease by the Lease Contracting Officer (LCO) and the mailing or otherwise furnishing written notification of the executed Lease to the Lessor.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
Entity Name: U.S. Customs and Border Protection  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**GSA FORM LEASE FOR REAL PROPERTY  
BETWEEN BROWARD COUNTY AND THE UNITED STATES OF AMERICA  
(LEASE NO. HSBP-7119-I-IN0450)**

IN WITNESS WHEREOF, the parties have made and executed this Lease 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 \_\_\_\_ day of \_\_\_\_\_, 2020, and the UNITED STATES OF AMERICA, signing by and through its designated representative of the U.S. Customs and Border Protection (CBP), duly authorized to execute same.

**LESSOR:**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 502  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404  
Telecopier: (954) 468-3690

By: Al A DiCalvo 2/24/20  
Al A DiCalvo (Date)  
Assistant County Attorney

By: Russell J. Morrison 2/27/2020  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

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**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

The Premises are as described in Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government shall coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as depicted in Exhibit A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

**1.03 RENT AND OTHER CONSIDERATION**

The Government shall pay no rent.

**1.04 TERMINATION RIGHTS (JUN 2012)**

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease or any renewal period, with 90 days' prior written notice to the Lessor if (i) regularly scheduled cargo inspection services cease, (ii) the operations supported by the leased Space is closed, or (iii) the Government uses its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

**1.05 RENEWAL RIGHTS (SEP2013)**

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for up to 5 YEARS but not beyond September 30, 2024. All other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)**

The following documents are as attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Site Plan	2	A
Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions for Leasehold Interests in Real Property) (GSA Form 3518-SAM)	2	B

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights. Appurtenant Areas include, but are not limited to, parking areas and space located on the roof of the Building where telecommunications devices may be located.
- B. Intentionally deleted
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s). For this Lease the Building is a stand-alone CBP Observation Booth and is not part of any other building or structure.
- D. Intentionally deleted
- E. Intentionally deleted
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Intentionally deleted
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the Lease Contracting Officer (LCO) and the mailing or otherwise furnishing written notification of the executed Lease to the Lessor.
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Intentionally deleted
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space. For this Lease the Space, the Building and the Office Area are a stand-alone CBP Observation Booth.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area. For this Lease the Office Area is a standalone CBP Observation Booth and is the same as Items C and Q above.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

### 2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

### 2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT

The Government may request the Lessor to provide alterations at Lessor's expense during the term of the Lease and any renewal periods in the event the Government's inspectional operations require such alterations. Throughout the term of the Lease and all renewal periods, upon request by CBP for alterations that are reasonably tailored to CBP's operational requirements, the Lessor shall make such alterations or shall perform other work at its expense within a reasonable amount of time to ensure that the Premises continues to suit CBP's operational needs and conforms to CBP design standards and site-specific operational requirements. Alterations may be memorialized by issuance of a Lease amendment by the LCO.

**2.04 WAIVER OF RESTORATION (OCT 2016)**

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

**2.05 NOTICES**

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: Director of Business Administration, Broward County, Port Everglades Department, 1850 Eller Drive, Suite 603, Ft. Lauderdale, FL 33316.

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 6650 Telecom Drive, Suite 100, Indianapolis, IN 46278.

Notice shall be computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: Port Property Manager, 954-468-3518

The emergency contact and phone number for CBP is: Dylan De Francisci, CBP Port Director, 954-761-2001

**2.06 CHANGE OF OWNERSHIP**

A. If during the term or any renewal periods of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer.

F. As a condition for being recognized as the Lessor, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)(see Exhibit C).

**2.07 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011)**

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. 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. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 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. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Property, Lessor agrees to provide the Government with suitable, alternate space at the Property at no cost to the Government.

**2.08 DEFAULT BY LESSOR (APR 2012)**

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, 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 terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, provide any item, or satisfy any requirement required of Lessor under this Lease, without excuse, 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, by its own employees or contractors, perform the service, provide the item, or obtain satisfaction of the requirement the Lessor has failed to do, and seek reimbursement from the Lessor.

(3) Grounds for Termination. The Government may 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.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement required of Lessor under this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents, or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) 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 and under this Lease.

**2.09 INTEGRATED AGREEMENT (JUN 2012)**

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 part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**2.10 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)**

The obligations and covenants of the Lessor and the Government's obligation to perform such obligations as may be specified herein are interdependent.

**2.11 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all federal, state, 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, 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.

**2.12 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)**

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the LCO, the Lessor shall provide written documentation that Property has been properly maintained. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**2.13 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (OCT 2018)**

This Lease incorporates the following clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
3. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
4. FAR 52.222-26, EQUAL OPPORTUNITY (SEP 2016)
5. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
6. FAR 52.233-1, DISPUTES (MAY 2014)
7. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL 2016)
8. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

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**SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS - INTENTIONALLY DELETED**

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**SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**

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**4.01 PROVISION OF SERVICES, UTILITIES, MAINTENANCE ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)**

The Government's normal hours of operations are established as Monday through Friday from 0600 to 1600, including federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as lights and electric power. Cleaning shall be performed when CBP personnel is present.

The Lessor is responsible for providing all utilities necessary for tenant operations.

**4.02 HEATING AND AIR CONDITIONING – INTENTIONALLY DELETED**

**4.03 JANITORIAL SERVICES (JUN 2012)**

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition. The Lessor agrees to allow the Government to contract for routine janitorial services for the Government space as previously provided for. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Dispose of all trash and garbage generated in or about the Building, Police sidewalks, parking areas, and driveways.
- B. As required. Properly maintain existing plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- C. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

**4.04 SELECTION OF CLEANING PRODUCTS (OCT 2016) – INTENTIONALLY DELETED**

**4.05 SELECTION OF PAPER PRODUCTS (APR 2015) – INTENTIONALLY DELETED**

**4.06 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)**

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative, upon request, at the Lessor's expense.

**4.07 MAINTENANCE OF PROVIDED FINISHES – INTENTIONALLY DELETED**

**4.08 ASBESTOS ABATEMENT (APR 2011) – INTENTIONALLY DELETED**

**4.09 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations.

**4.10 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete.

Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the LCO (or the LCO's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The LCO will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be assigned or allowed to work in the Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with General Services Administration (GSA) policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the LCO or their designee whenever their employees or a contractor no longer requires access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the LCO or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor's personnel and contractors with routine access to the Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### **4.11 SCHEDULE OF PERIODIC SERVICES (JUN 2012)**

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### **4.12 LANDSCAPE MAINTENANCE (APR 2011)**

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

A. Landscape management practices shall prevent pollution by:

1. Employing practices that avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG Guidelines for landscaping products. Refer to EPA's CPG web site: [www.epa.gov/cpg](http://www.epa.gov/cpg).

#### **4.13 RECYCLING (SUCCEEDING) (JUN 2012)**

Where state or local laws, codes, or ordinances require recycling programs for the Premises, Lessor shall comply with such state and local laws, codes, or ordinances. During the Lease term and all renewal periods, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

#### **4.14 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013) – INTENTIONALLY DELETED**

#### **4.15 INDOOR AIR QUALITY (OCT 2016) – INTENTIONALLY DELETED**

#### **4.16 RADON IN AIR (OCT 2016) – INTENTIONALLY DELETED**

#### **4.17 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods that reduce the radon levels to below this action.

**4.18 HAZARDOUS MATERIALS (SEP 2013)**

A. The Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable federal, state, and local environmental laws and regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**4.19 MOLD (SIMPLIFIED) (OCT 2016) – INTENTIONALLY DELETED**

**4.20 OCCUPANT EMERGENCY PLANS (SEP 2013)**

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and, if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

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**SECTION 5    ADDITIONAL TERMS AND CONDITIONS**

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**5.01    SECURITY STANDARDS (JUN 2012)**

The Space that is governed by this Lease shall conform to the Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

**5.02    LIABILITY**

- A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. ("FTCA") for money damages, injury, loss of property, personal injury or death. Under the FTCA, the United States is liable for the negligent or wrongful acts or omissions of any employee of the Government that occur while that employee is acting within the scope of his or her office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.
  
- B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance or condition of the Property. If applicable, Lessor's liability to parties other than the Government and arising out of the maintenance of the Premises shall be subject to the limits set forth in Fla. Stat. § 768.28. Lessor's liability to the Government and arising out of the maintenance of the Premises shall not be subject to the limits set forth in Fla. Stat. § 768.28.

**5.03    AVAILABILITY OF FUNDS**

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 6301, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

**5.04    SOVEREIGN IMMUNITY**

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity for any party hereto.

**5.05    NO PRIVATE RIGHT OR BENEFIT CREATED**

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.

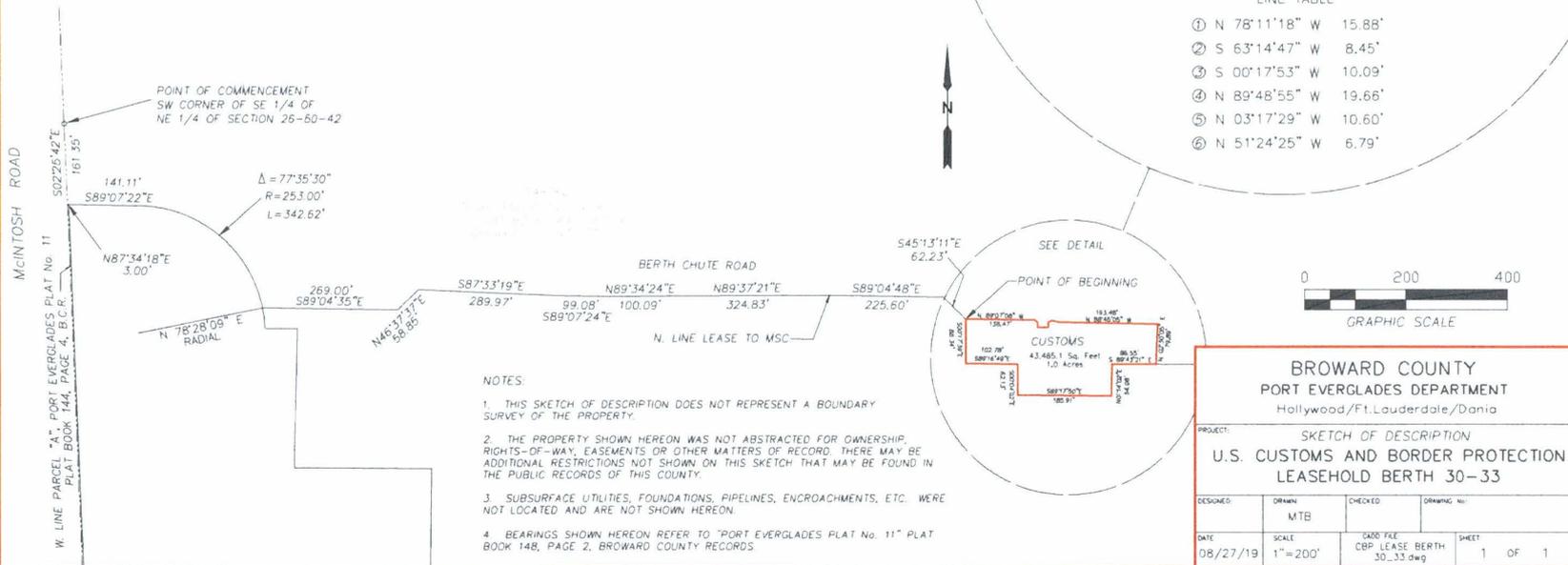
EXHIBIT A HSBP-7119-IN0450 42nd St. VACIS

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", PORT EVERGLADES PLAT No. 11, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING IN THE NORTHWEST ONE QUARTER (NW ¼) OF THE SOUTHWEST ONE QUARTER (SW ¼) OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE ¼) OF THE NORTHEAST ONE QUARTER (NE ¼) OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA; THENCE SOUTH 02°25'42" EAST ALONG THE WEST LINE OF SAID PARCEL "A", PORT EVERGLADES PLAT No. 11, A DISTANCE OF 161.35 FEET; THENCE NORTH 87°34'18" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89°07'22" EAST, A DISTANCE OF 141.11 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 253.00 FEET, A CENTRAL ANGLE OF 77°35'30" FOR AN ARC DISTANCE OF 342.62 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT LINE, THE FOLLOWING FOURTEEN COURSES AND DISTANCES ARE ALONG THE NORTH LINE OF A LEASE TO MEDITERRANEAN SHIPPING COMPANY (MSC) AS SHOWN ON BROWARD COUNTY PORT EVERGLADES SKETCH No. 2002P4672(J) AND DATED 12-09-2003; THENCE SOUTH 89°04'35" EAST ALONG SAID NON TANGENT LINE, A DISTANCE OF 269.00 FEET; THENCE NORTH 46°37'37" EAST, A DISTANCE OF 58.85 FEET; THENCE SOUTH 89°04'35" EAST, A DISTANCE OF 289.97 FEET; THENCE SOUTH 89°07'24" EAST, A DISTANCE OF 99.08 FEET; THENCE NORTH 89°34'24" EAST, A DISTANCE OF 100.09 FEET; THENCE NORTH 89°37'21" EAST, A DISTANCE OF 324.83 FEET; THENCE SOUTH 89°04'48" EAST, A DISTANCE OF 225.60 FEET; THENCE SOUTH 45°13'11" EAST, A DISTANCE OF 62.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°17'39" EAST, A DISTANCE OF 88.34 FEET; THENCE SOUTH 89°16'49" EAST, A DISTANCE OF 102.78 FEET; THENCE SOUTH 00°04'02" EAST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89°17'50" EAST, A DISTANCE OF 185.91 FEET; THENCE NORTH 01°14'02" EAST, A DISTANCE OF 64.08 FEET; THENCE SOUTH 89°43'21" EAST, A DISTANCE OF 86.55 FEET; THENCE NORTH 02°30'05" EAST, A DISTANCE OF 79.89 FEET; THENCE NORTH 88°45'05" WEST, A DISTANCE OF 193.48 FEET; THENCE NORTH 78°11'18" WEST, A DISTANCE OF 15.88 FEET; THENCE SOUTH 63°14'47" WEST, A DISTANCE OF 8.45 FEET; THENCE SOUTH 00°17'53" WEST, A DISTANCE OF 10.09 FEET; THENCE NORTH 89°48'55" WEST, A DISTANCE OF 19.66 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 10.60 FEET; THENCE NORTH 51°24'25" WEST, A DISTANCE OF 6.79 FEET; THENCE NORTH 89°07'08" WEST, A DISTANCE OF 138.47 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 43,485.1 SQUARE FEET (1.0 ACRES) MORE OR LESS.



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Exhibit B HSBP-7119-IN0450 42nd St. VACIS

<b>ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)</b>	Request for Lease Proposals Number HSBP-7119-L-IN0450	Dated
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Complete appropriate boxes, sign the form, and attach to offer.  
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
    - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
    - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

