

**LEASE NO. HSBP-7119-L-IN0449**

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:

4325 McIntosh Road, Hollywood, Florida, consisting of 34,443.3 square feet.

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 Intermodal Container Transfer Facility RPM Booth.

**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: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Lease Contracting Officer

Entity Name: \_\_\_\_\_

Entity Name: U.S. Customs and Border Protection

Date: \_\_\_\_\_

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-L-IN0449)**

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 2/24/2020  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

**TABLE OF CONTENTS**

<b>SECTION 1 THE PREMISES, RENT, AND OTHER TERMS .....</b>	<b>3</b>
1.01 THE PREMISES (SUCCEEDING) (SEP 2013).....	3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013).....	3
1.03 RENT AND OTHER CONSIDERATION .....	3
1.04 TERMINATION RIGHTS (JUN 2012).....	3
1.05 RENEWAL RIGHTS (SEP2013) .....	3
1.06 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015).....	3
<b>SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS .....</b>	<b>4</b>
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016).....	4
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016).....	4
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT.....	4
2.04 WAIVER OF RESTORATION (OCT 2016) .....	5
2.05 NOTICES .....	5
2.06 CHANGE OF OWNERSHIP .....	5
2.07 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011).....	5
2.08 DEFAULT BY LESSOR (APR 2012).....	6
2.09 INTEGRATED AGREEMENT (JUN 2012) .....	6
2.10 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011).....	6
2.11 COMPLIANCE WITH APPLICABLE LAW (JAN 2011).....	6
2.12 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015) .....	6
2.13 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (OCT 2018).....	7
<b>SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS - INTENTIONALLY DELETED.....</b>	<b>8</b>
<b>SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM .....</b>	<b>8</b>
4.01 PROVISION OF SERVICES, UTILITIES, MAINTENANCE ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012).....	8
4.02 HEATING AND AIR CONDITIONING – INTENTIONALLY DELETED.....	8
4.03 JANITORIAL SERVICES (JUN 2012).....	8
4.04 SELECTION OF CLEANING PRODUCTS (OCT 2016) – INTENTIONALLY DELETED.....	8
4.05 SELECTION OF PAPER PRODUCTS (APR 2015) – INTENTIONALLY DELETED.....	8
4.06 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012) .....	8
4.07 MAINTENANCE OF PROVIDED FINISHES – INTENTIONALLY DELETED.....	8
4.08 ASBESTOS ABATEMENT (APR 2011) – INTENTIONALLY DELETED.....	8
4.09 ONSITE LESSOR MANAGEMENT (APR 2011) .....	8
4.10 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016) .....	8
4.11 SCHEDULE OF PERIODIC SERVICES (JUN 2012) .....	9
4.12 LANDSCAPE MAINTENANCE (APR 2011).....	9
4.13 RECYCLING (SUCCEEDING) (JUN 2012).....	9
4.14 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013) – INTENTIONALLY DELETED .....	9
4.15 INDOOR AIR QUALITY (OCT 2016) – INTENTIONALLY DELETED .....	9
4.16 RADON IN AIR (OCT 2016) – INTENTIONALLY DELETED.....	9
4.17 RADON IN WATER (JUN 2012).....	9
4.18 HAZARDOUS MATERIALS (SEP 2013).....	10
4.19 MOLD (SIMPLIFIED) (OCT 2016) – INTENTIONALLY DELETED .....	10
4.20 OCCUPANT EMERGENCY PLANS (SEP 2013).....	10
<b>SECTION 5 ADDITIONAL TERMS AND CONDITIONS.....</b>	<b>11</b>
5.01 SECURITY STANDARDS (JUN 2012).....	11
5.02 LIABILITY .....	11
5.03 AVAILABILITY OF FUNDS.....	11
5.04 SOVEREIGN IMMUNITY .....	11
5.05 NO PRIVATE RIGHT OR BENEFIT CREATED .....	11

---

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

---

**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 four 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
ICTF Portal Monitor Observation Booth location – 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
Memorandum of Agreement to Reimburse	3	C
Office of Information & Technology Cost Sign-Off Document	5	D

---

## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

---

### 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 B).

**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 inspection 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)

---

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

---

---

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

---

**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 2200, and Saturday and Sunday from 0800 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.

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.

---

**SECTION 5 ADDITIONAL TERMS AND CONDITIONS**

---

**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**

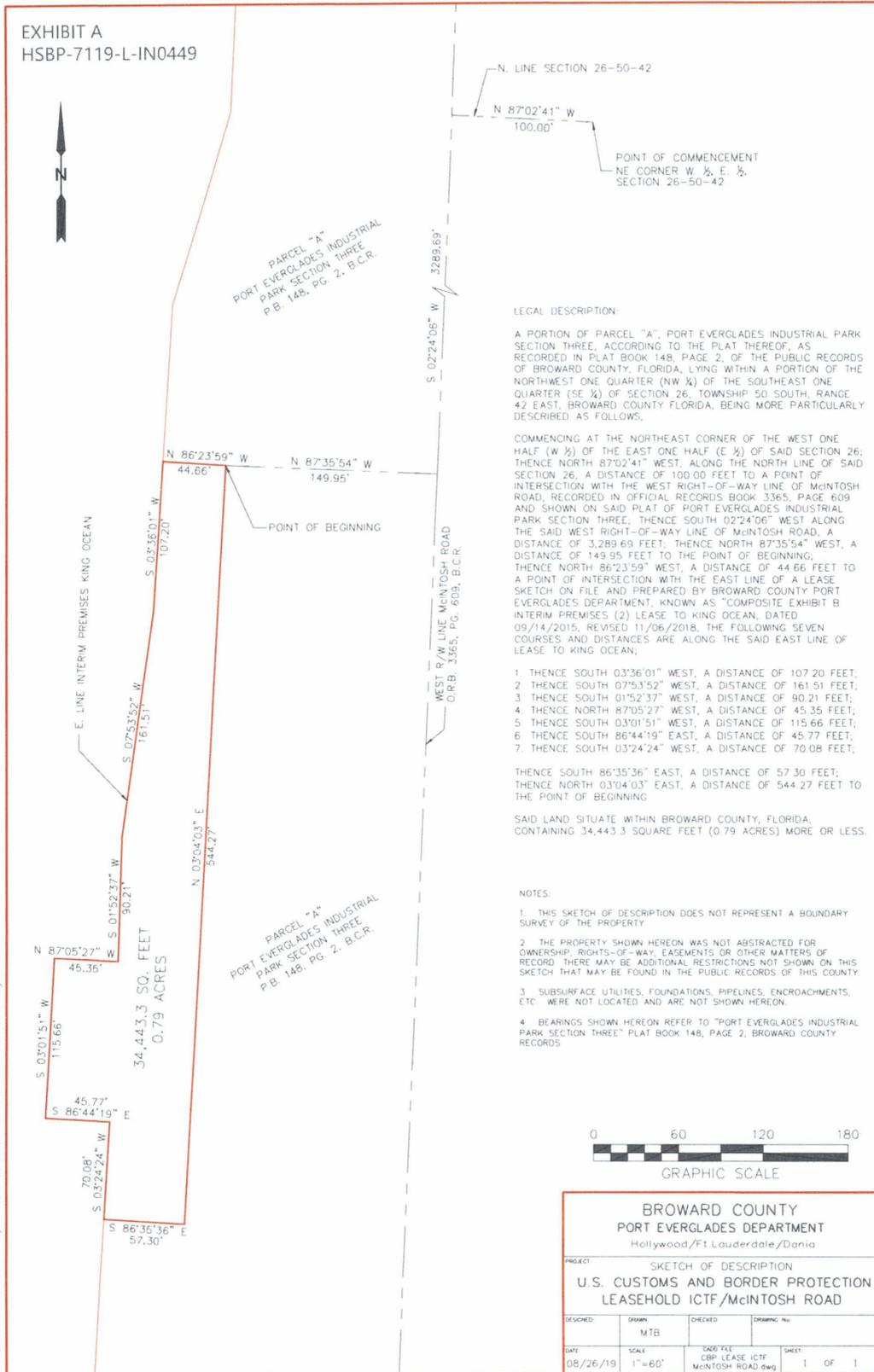
In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 6301, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be 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.



C:\PortEverglades\GD\N\Main\Land\Projects\R2\CBP\LEASES\CBP\LEASE ICTF McIntosh\ROAD.dwg



G:\Perf\SSA\ENG\CON\Main\Land Projects\B2\CBP LEASES\CBP LEASE PLOT MULTIDISC\ROAD-0817J





EXHIBIT C  
HSBP-7119-L-IN0449

**U. S. CUSTOMS AND BORDER PROTECTION (CBP)  
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement (“MOA”) outlines the agreement between BROWARD COUNTY (COUNTY) the below named Container Terminal operator and U.S. Customs and Border Protection (CBP) in regards to the port sponsor’s responsibility to reimburse CBP for costs related to providing information technology (IT) services at the below named location. The legal authority for CBP to enter into and require such an agreement is found at 8 U.S.C. § 1222-1225 and 1357; 6 U.S.C. § 231; 19 U.S.C. § 2, 482, 1433, 1434, 1448, 1449, 1461, 1459, 1463, 1467, 1499, 1552, 1581, 1644; and 19 C.F.R. §19 and 113.

Seaport Authority: Broward County  
Location: Port Everglades Intermodal Container Transfer Facility  
4325 McIntosh Road  
Fort Lauderdale, FL 33316

**BROWARD COUNTY’S RESPONSIBILITIES**

Data and Cabling

COUNTY will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing (ADP) LAN, Data, Voice Communications Systems and IT equipment according to CBP Office of Information Technology (OIT) provided specifications. However, Port Everglades Department of Broward County (BCPED) must give CBP two weeks (14 days) advance notice of all cable pulls so that CBP can be present and observe their installation.

Reimbursement of ADP Costs

COUNTY agrees to reimburse CBP for all ADP costs, including equipment purchase, installation, connectivity and recurring costs relative to standing-up and continuous CBP operations at the Port Everglades Intermodal Container Transfer Facility (PEV ICTF) located at 4325 McIntosh Road, Fort Lauderdale, Florida. Estimated ADP LAN, Data and IT equipment costs total \$78,814.00, which includes a non-recurring cost of \$15,500.00 for CBP to procure the circuit. CBP OIT’s Cost ROM identifies the ADP LAN, Data and IT equipment requirements for the PEV ICTF, for which COUNTY will reimburse CBP.

COUNTY will be billed for the actual costs of the ADP equipment, the one-time and recurring charges for the network, and any required replacement equipment. Recurring out-year network charges are estimated at \$8,400.00 per year.

ADP Equipment Upgrades

Upgrades to the ADP equipment may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). COUNTY agrees to reimburse CBP costs to upgrade the ADP equipment. CBP will provide BCPED a minimum 180 day advance notice of required upgrades.

COUNTY Tax Identification Number: 59-6000531  
COUNTY Bill To Representative: Deputy Port Director  
COUNTY Phone Number: 954-468-3504  
COUNTY Email Address: gwiltshire@broward.org

COUNTY Address: 1850 Eller Drive  
Fort Lauderdale, FL 33316

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center (NFC). Upon receipt and installation of equipment, the NFC will issue COUNTY a bill for the actual ADP costs not to exceed \$78,814.00. The CBP NFC will also bill COUNTY 90-days prior to the due date for actual costs not to exceed \$8,400.00 in recurring out-year network charges owed, and any sums owed for future ADP equipment upgrades and replacements.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection against the COUNTY's surety.

Equipment Ownership

COUNTY will retain ownership of all ADP equipment purchased by CBP and reimbursed by COUNTY for the Port Everglades Intermodal Container Transfer Facility. CBP will transfer possessory rights of all ADP LAN, Data and IT equipment used in CBP operations and reimbursed by the COUNTY for the PEV ICTF when CBP vacates the premises. Within one month (30-days) following installation and reimbursement, CBP OIT will deliver a list of Serial Numbers and/or other identification and warranty information for COUNTY reimbursed ADP LAN, Data and IT equipment to the BCPED as instructed below.

BCPED ADP Equipment Administrator: Brenda Adams-Dean  
BCPED Email Address: badamsdean@broward.org  
BCPED Phone Number: 954-468-0101  
BCPED Ship to Address: 1850 Eller Drive  
Fort Lauderdale, FL 33316

**U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES**

Equipment Connectivity and Maintenance

The CBP OIT will be responsible for supplying and installing required data equipment connection(s) from the Port Everglades Intermodal Container Transfer Facility located at 4325 McIntosh Road, Fort Lauderdale, Florida to the CBP National Data Center, and imaging, maintaining, and controlling the equipment as required by CBP, the costs of which COUNTY will reimburse CBP. COUNTY will incur no additional costs or CBP OIT charged service fees for any required ADP equipment maintenance/repair/replacement covered by equipment warranties.

**AUTHORIZATION** (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED)

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Agreement to Reimburse U.S Customs & Border Protection 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 28<sup>th</sup> day of April, 2014, and U.S Customs & Border Protection of the United States Department of Homeland Security, signing by and through its \_\_\_\_\_, duly authorized to execute same.

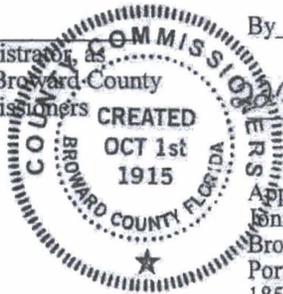
**COUNTY**

ATTEST:

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

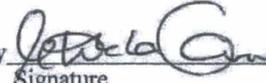
BROWARD COUNTY, by and through its  
Board of County Commissioners,

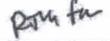
By  Mayor  
\_\_\_\_\_ day of April, 2014



Insurance requirements  
approved by Broward County  
Risk Management Division

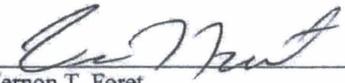
Approved as to form by  
Loni Armstrong Coffey  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 502  
Fort Lauderdale, FL 33316  
Telephone: (954) 523-3404  
Telecopier: (954) 468-3690

By  4.16.14  
Signature (Date)  
CARLOS DE LA GUERRA  
RISK MANAGEMENT & CONTRACTS  
BUSINESS ADMINISTRATION DIVISION  
PORT EVERGLADES  
Print Name and Title above

By  4/16/14  
Signature (Date)  
Hollie N. Hawn  
Assistant County Attorney

By  4/16/14  
Signature (Date)  
Noel M. Pfeffer  
Deputy County Attorney

**CBP**

  
Vernon T. Foret  
Director Field Operations  
Customs and Border Protection

04/30/14  
Date

EXHIBIT D  
HSBP-7119-L-IN0449

<b>U.S. Customs and Border Protection</b> <b>Office of Information &amp; Technology</b> <b>RPM Operator</b> <b>Cost Sign-Off Document*</b> (*Actual costs will be derived from actual obligations) This is a Rough Order of Magnitude Estimate. Final costs will be determined once the network designs are completed				
<b>Site: FTL005B - Port Everglades ICTF RPM</b> <b>Date Prepared: 8/16/2013, Revised 9/3/2013</b> <b>Preparer: Donald R Mitchell</b>				
Line Item	Description	Qty	Unit Cost	Total
<b>Equipment Costs</b>				
1	Cisco Catalyst 3750X 24-port Layer-3, Stackable Switch (BRAND NAME or EQUIVALENT) WS-C3750X-24P-S Catalyst 3750X 24 Port IP Base S375XVK9T-12258SE CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR C3750X-24-IOS-S-E C3750X-24 IP Base to IP Services factory IOS Upgrade CAB-STACK-50CM Cisco StackWise 50CM Stacking Cable CAB-SPWR-30CM Catalyst 3750X Stack Power Cable 30 CM CAB-3KX-AC AC Power Cord for Catalyst 3K-X (North America) CAB-3KX-AC AC Power Cord for Catalyst 3K-X (North America) C3KX-PWR-715WAC Catalyst 3K-X 715W AC Power Supply C3KX-PWR-715WAC/2 Catalyst 3K-X 715W AC Secondary Power Supply C3KX-NM-1G Catalyst 3K-X 1G Network Module CON-SNTP-3750X2PS SMARTNET 24X7X4 Catalyst 3750X 12 IP Base	1	\$12,500.00	\$12,500.00
2	Cisco Catalyst 3750X 12-port Layer-3, Stackable Switch (BRAND NAME or EQUIVALENT) WS-C3750X-12P-S Catalyst 3750X 12 Port IP Base S375XVK9T-12258SE CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR C3750X-12-IOS-S-E C3750X-24 IP Base to IP Services factory IOS Upgrade CAB-STACK-50CM Cisco StackWise 50CM Stacking Cable CAB-SPWR-30CM Catalyst 3750X Stack Power Cable 30 CM CAB-3KX-AC AC Power Cord for Catalyst 3K-X (North America) CAB-3KX-AC AC Power Cord for Catalyst 3K-X (North America) C3KX-PWR-715WAC Catalyst 3K-X 715W AC Power Supply C3KX-PWR-715WAC/2 Catalyst 3K-X 715W AC Secondary Power Supply C3KX-NM-1G Catalyst 3K-X 1G Network Module CON-SNTP-3750X2PS SMARTNET 24X7X4 Catalyst 3750X 12 IP Base	1	\$11,500.00	\$11,500.00

3	<p>Cisco IE-3000-8TC Ruggedized Switch  IE-3000-8TC Cisco IE 3000 Switch, 8 10/100 + 2 T/SFP 1  SIESLBT-12255SE Cisco IE 3000 LAN BASE W/O CRYPTO WITH WEB BASED DEV MGR 1  CF-IE3000= IE 3000 Compact Flash 1  PWR-IE3000-AC= Expansion power module for Cisco IE-3000-4TC-E and Cisco IE-3000-8TC switches 1  IEM-3000-8TM= Expansion Module for Cisco IE-3000-4TC-E and Cisco IE-3000-8TC Switches, 8 10/100 TX 1  CON-SNTP-IE38TC SMARTNET 24X7X4 IE 3000 1</p>	1	\$2,500.00	\$2,500.00
4	SFP for Single Mode Fiber	4	\$1,000.00	\$4,000.00
5	Ruggedized SFP for Single Mode Fiber	1	\$750.00	\$750.00
6	Copper to Fiber Media Converter (Unit A)	3	\$625.00	\$1,875.00
7	Fiber to Copper Media Converter (Unit B)	3	\$625.00	\$1,875.00
8	<p>Dell PowerEdge 4220 (Brand Name or equivalent) Rack 42U with doors and side panels  Three fixed rack equipment shelf with 2/4 post static rails, 1U;  3 year basic hardware warranty repair;5x10 HW-only, 5x10 NDB onsite; no installation</p>	1	\$4,800.00	\$4,800.00
9	APC (Brand Name or Equivalent) Smart-UPS XL2200 VA RM (rack mountable) 3U 120V; 1750 Watts/2200 VA, Input 120v/Output 120V, Interface port DB-9 RS-232,	2	\$1,300.00	\$2,600.00
10	<p><b>Featuring: Dell 990 Optiplex (Brand Equivalent) Tower Workstation Base Unit:</b>  • Ships from factory preset to Energy Star 5.0 Cat A, B, C, or D rating.</p> <p>In accordance with Executive Order (E.O.) 13423, Part 23 of the Federal Acquisition Regulation (FAR), and Department of Homeland Security Management Directive 025-01, Sustainable Practices for Environmental, Energy and Transportation Management and Executive Order 13514 Federal Leadership in Environmental, Energy, and Economic Performance, Section 2(h)(i), requires agencies to promote "electronics stewardship" by</p> <ol style="list-style-type: none"> <li>1. Ensuring procurement preference for EPEAT-registered electronic products;</li> <li>2. Establishing and implementing policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products;</li> <li>3. Employing environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products;</li> <li>4. Ensuring the procurement of Energy Star and FEMP designated electronic equipment; and</li> <li>5. Implementing best management practices for energy-efficient management of servers and Federal data centers</li> </ol> <p>Manufacturer must meet EPEAT Silver certification at a minimum with progress towards Gold certification. EPEAT Gold Certification is preferred.</p> <ul style="list-style-type: none"> <li>• ATX, Micro-ATX, or BTX chassis, with Auto Sense power supply supporting 110V to 240V and motherboards uniquely designed to manage heat throughout the system.</li> <li>• Thermal-management technology using variable speed fans for additional cooling, while using less power and generating less noise.</li> <li>• Thermal Sensor — Measures the incoming ambient air temperature to appropriately control internal cooling and helps improve thermal reliability.</li> </ul> <p>Dimensions: Maximum overall case dimensions in inches</p>	3	\$1,400.00	\$4,200.00

16.5"H x 7.5"W x 17"D

**Power Supply:**

- Certified minimum 88 Percent Efficient Power Supply (Intel processor)
- Certified minimum 85 Percent Efficient Power Supply (AMD processor)

305W AC Input Voltage Range of 100 to 240 VAC AC Input Frequency of 47HZ/63 Hz

**Processors:**

- Intel Core I series Processor

Or

- AMD Desktop Processor
- Intel Core I3 2100 (3.1GHz, 3M) or better (for Intel Chipset only)
- AMD Athlon II X2 (245, B22) or better (for AMD Chipset only)

Intel and AMD Chipset: Standard for All

- Intel Q43/Q45 Express Chipset Part: 82Q43/82Q45 or newer (Intel processor only)

- AMD 760G or newer (Applied for AMD processor only)

Memory: 2GB to 8GB DDR3 With 2 empty usable memory slots available

4GB DDR SDRAM 1333MHz (8GB optional)

Hard Drive: Standard for All

- 250GB SATA 3.0Gb/s and 8MB Data Burst Cache or SSD If Available

Video Card

- Non-Integrated PCIe 512MB Graphics Card with WDDM 1.0 or higher.

- Must have dual DVI connections to support 2 monitors.

- Must be capable of up to 1680 X 1050 resolutions and 1024 X 768 standard.

- Quad monitor option (uses nVidia NVS420 for 4xVGA or 4xDVI or system capable to support dual video PCIe slots )

Optical Drive: 16X

- DVD+/-RW minimum

- Capable of read/write for DVD and CD-ROM

Network Card: Standard for All

- Integrated NIC support 10/100/1000 MB/s

- Wake On LAN capable.

Power Management: Standard for All

- Able to set Low Power Consumption Mode on/off to conserve power.

- Able to set different Power Suspend Modes to conserve power (Monitor, CPU, Hard Drive).

- System can be powered up remotely from Power Suspend, Off, or Low Power Consumption Mode.

Sound Card: Standard for All

- Integrated Intel High Definition Audio (Standard 3.5mm Line-in, Line-out and Microphone in)

Keyboard and Mouse: Standard for All

- USB 104 Keyboard

- USB Optical Mouse

USB Connections: Standard for All

- Minimum 8 and up to 10 USB connections on the unit

- 6 rear and 2 front recommended configuration on the unit

- USB 2.0 or better

Expandable: Minimum 2

- PCI slots to add optional cards as needed.

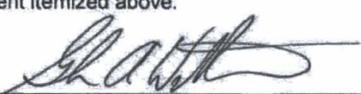
- Firewire interface card may use one of these slots as needed.

Ports: Standard For All

- Built-in to main board Serial port (or substitute with USB to Serial dongle optional)

- Built-in to main board Parallel port (Optional)

	<p>Security: Standard for All</p> <ul style="list-style-type: none"> <li>• Trusted Platform Module version 1.2</li> <li>• PIV card reader (Built in to unit or via USB keyboard)</li> </ul> <p>Management: Standard for All</p> <ul style="list-style-type: none"> <li>• Intel V-PRO (for Intel processor)</li> <li>• Broadcom TruManage (for AMD processor)</li> <li>• All management features must be managed under BIOS or System Utility</li> </ul> <p>Features: Standard for All</p> <ul style="list-style-type: none"> <li>• BIOS flash upgrade capability must be provided.</li> <li>• Tool less design case, all parts except motherboard can be serviced and swapped without tools. Power supplies, disks, cards, optical drives, fans all serviceable without tools.</li> <li>• Raid 0 or 1 for additional performance or data protection (Requires 2 internal Hard drives or more) (Optional)</li> <li>• Chassis Intrusion switch (can notify helpdesk and logs when chassis is opened).</li> <li>• BIOS multi-level security settings, including Administrator password, System boot password, BIOS password.</li> <li>• Ability to store Asset tag or other tracking number in BIOS (this is in addition to the service tag stored in BIOS).</li> <li>• Ability to override password reset jumper (if machine is lost/stolen, can't just pull jumper to reset BIOS passwords).</li> <li>• Ability to integrate system management with in-house tools, including ability to remotely manage BIOS updates and BIOS settings.</li> <li>• LED diagnostic Lights on front chassis to assist Helpdesk with diagnosis/Troubleshooting/service dispatch (bad DIMM, Hard disk, NIC, CPU, graphics card, BIOS, etc.)</li> </ul> <p>Services: Standard for All</p> <ul style="list-style-type: none"> <li>• 3 Years Basic Support: Next Business Day Parts and Labor Onsite Response.</li> <li>• Hardware Documentations, Manufacture Applications and Drivers provided via CD or DVD.</li> <li>• Hard Drive Retention Service (No RMA of failed drives)</li> <li>• Vendor must host their own manuals, drivers and applications for download. (No link to third party website).</li> <li>• Global service and support.</li> <li>• Must be able to provide roadmap review every 6 months.</li> </ul> <p>OEM Operating Systems: Standard for All</p> <ul style="list-style-type: none"> <li>• Windows 7 (32bit or 64bit) (Required)</li> <li>• Capable to downgrade to Windows XP as needed</li> </ul>			
11	<p>Dell UltraSharp 2009FP, Wide Flat Panel w/Height Adjustable Stand, 20.0 Inch VIS, TAA OptiPlex, Customer Install</p> <p>(320-6411) Dell UltraSharp 2009FP, Wide Flat Panel w/Height Adjustable Stand, 20.0 Inch VIS, TAA OptiPlex, Customer Install</p> <p>(983-2847) 3YR Limited Warranty Monitor, Advanced Exchange</p> <p>(313-6412) AX510 black Sound Bar for UltraSharp Flat Panel Displays Dell OptiPlex/Precision/ Latitude, Customer Install</p> <p>(490-0517) Americas Merge Center, Custom Service, Fulfillment Services</p> <p>(490-0000) Americas Merge Center Service</p> <p>(900-0209) Program Management Services Logistics, Per Unit Rate</p>	3	\$300.00	\$900.00
12	<p>HP OfficeJet 6310 All-In-One Printer</p> <p>All in one fax, copier, scanner, printer</p> <p>6' USB Cable</p>	2	\$400.00	\$800.00

13	APC (Brand Name or Equivalent) Surge Protector, number of outlets - 6; Receptacle Style NEMA 5-15r; input: nominal input voltage 120V, frequency 50/60 HZ +/- 5 HZ (auto sensing). Input connections NEMA 5-15P; maximum line current per phase 15Amps; Cord length 1.83 meters; surge protection and filtering; surge energy rating 490 Joules eP Joules Rting 1080 EMI/RFI noise rejection (100.kHz to 10.MHz) 20 dB peak current national mode 10kAmpt peak current common mode 20 kAmps let through voltage rating <330 power strips for all workstations and printers	10	\$15.00	\$150.00
14	Cables To Go (Brand of equivalent) 2U (3.5inch) Horizontal Cable Management Panel	1	\$35.00	\$35.00
15	Cables To Go (Brand of equivalent) 2U (3.5inch) Cable management panel with 5 D-rings	1	\$35.00	\$35.00
16	Cables to Go 29003 3ft CAT 6 550 MHz Stranded Snagless Patch cables Blue	10	\$12.00	\$120.00
17	Cables to Go 31372 5ft CAT 6 550 MHz Stranded Snagless Patch cables Blue	10	\$14.00	\$140.00
18	Cables to Go 29008 7ft CAT 6 550 MHz Snagless Patch cables Blue	5	\$15.00	\$75.00
19	Cables to Go 29012 10ft CAT 6 550 MHz Snagless Patch cables Blue	5	\$18.00	\$90.00
20	Cables to Go 29018 14ft CAT 6 550 MHz Stranded Snagless Patch cables Blue	2	\$21.00	\$42.00
21	Cables To Go 22807 25ft CAT 6 550 MHz Stranded Snagless Patch cables Blue	1	\$25.00	\$25.00
22	10% Pricing Contingency due to bid variations	1	\$4,901.20	\$4,901.20
<b>Total Initial Investment Costs</b>				<b>\$53,913.20</b>
<b>Circuit Costs:</b>				
23	Verizon 1xT-1 Circuit <b>Non Recuring</b> Costs (Installation) - ESTIMATED	1	\$15,500.00	\$15,500.00
24	Verizon 1xT-1 Monthly Recuring Costs - ESTIMATED	12	\$700.00	\$8,400.00
<b>Total Annual Circuit Costs:</b>				<b>\$23,900.00</b>
<b>Travel / Installation Costs:</b>				
25	Travel for Data Engineers	1	\$1,000.00	\$1,000.00
<b>Total Travel Costs:</b>				<b>\$1,000.00</b>
<b>TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS</b>				<b>\$78,813.20</b>
<b>Annual Service Costs:</b>				
25	Verizon 1xT-1 Circuit Non Recuring Costs (Installation) - ESTIMATED	1	\$8,400.00	\$8,400.00
<b>Total Estimated Service Costs</b>				<b>\$8,400.00</b>
<b>Acceptance</b>				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
 _____ RPM Operator Representative			4/22/2014 _____ Date	