

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

1. LEASE NUMBER
LAQ02604

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

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 2,400-2,520 usable square feet and 2,760 rentable square feet of office space and two (2) full-sized, marked and reserved outside surface parking spaces located in Utulei, Fagatogo or Pago Pago Villages, American Samoa for a term of four (4) years, two (2) years firm. Rentable space must yield a minimum of 2,400 to a maximum of 2,520 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE July 9, 2010 at 4:30 pm HST and shall remain open until award.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within one hundred twenty (120) calendar days after construction notice to proceed is given.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) system (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

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

<input checked="" type="checkbox"/> HEAT - not in AS	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE - 1 only	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING Frequency <u>Twice a year</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY Space <u>Every five (5) years</u> Public Areas <u>as required</u>	<input checked="" type="checkbox"/> <u>ina employee working hours, pest control and landscape maintenance as needed.</u>
<input checked="" type="checkbox"/> POWER (Special Equip)	<input checked="" type="checkbox"/> AIR CONDITIONING (6a-7p)	<input checked="" type="checkbox"/> CARPET CLEANING Frequency <u>Annually</u>		<input checked="" type="checkbox"/> <u>Withdrawl Design Inter drawings, commercial elevator</u>
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES			
<input checked="" type="checkbox"/> SNOW REMOVAL - not in AS	<input checked="" type="checkbox"/> JANIT SERV & SUPP (8a-4p)			

6. OTHER REQUIREMENTS

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

- a. This Lease, GSA Form 3626 (2 pages)
- b. Attachment No. 1 to GSA Form 3626 - Additional Lease Terms 1-17 (3 pages)
- c. Attachment to Form 3626 - Solicitation for Offers (SFO) Number LAQ02604 (35 pages)
- d. Special Space Requirements (03/09) - American Samoa (36 pages)
- e. GSA Form 3517A (Simplified Leases) - General Clauses (2 pages)
- f. GSA Form 3518A (Short Form) - Representations and Certifications (4 pages)
- g. Exhibit A - Floor plan highlighting the demised premises - Suite #302 (1 page)
- h. Exhibit B - Floor plan highlighting the demised premises - Suite #202 (1 page)

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

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 265 1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED.

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PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Centennial Office Building 1 Utulei Road Pago Pago, AS 96799-0000	2. LOCATION(S) IN BUILDING	
	2a. FLOOR(S) 3 rd	2b. ROOM NUMBER(S) #302 - 2,863 rsf upon TI completion
	2c. SQUARE FEET Rental 2,863 rsf ADCA 2,495 sqft Common Area Factor = 1.147	2d. TYPE <input checked="" type="checkbox"/> GENL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE _____

B. TERM

3. To have and to hold, for the term commencing upon Beneficial Occupancy of the substantially completed improved office spaces and continuing over four (4) years inclusive. The Government may terminate this lease in whole or in part at any time on or after the second (2nd) year, by giving at least sixty (60) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

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

5. AMOUNT OF ANNUAL RENT See Paragraph 3, Rent	7. HVAC OVERTIME RATE/HOUR WORKSPACE See Paragraph 10, Overtime Usage SERVER ROOM SEPARATE A/C \$1.00 per rsf per year	8. ELECTRONIC FUNDS TRANSFER PAYMENTS SHALL BE MADE TO (Name and address)
6. RATE PER MONTH See Paragraph 3, Rent		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary)

American Samoa Government Employees Retirement Fund, 1 Utulei Road, Pago Pago, AS 96799-0000

9b. TELEPHONE NUMBER OF OWNER 684-633-5851	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or print) Filisoaiga Ta'afua	11b. TITLE OF PERSON SIGNING Executive Director
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 11-16-10

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) 	3b. SIGNATURE OF CONTRACTING OFFICER Dew Crawford	3c. DATE 4.12.11
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Attachment No. 1 to GSA Form 3626 – Additional Lease Terms

1. **Conflicts.** This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the GSA Form 3626 and the Solicitation Detail, the GSA Form 3626 shall take precedence.
2. Wherever the words "Offeror", "Lessor" or "successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease they shall be deemed to mean "Premises". The premises shall be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
3. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - a. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in "Unit Costs For Adjustments" Paragraph below in the amounts specified therein.
 - b. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by this lease and its attachments.
4. **Detailed Annual Rent Breakdown.** The Government shall pay the Lessor annual rent on a monthly basis in arrears. Rent for a lesser period shall be prorated.

Rent	Years 1-2			Years 3-4		
	Rent/yr	Rent/rsf	Rent/usf	Rent/yr	Rent/rsf	Rent/usf
Shell	81,595.50	28.50	32.69	81,595.50	28.50	32.69
Operating	25,767.00	9.00	10.32	25,767.00	9.00	10.32
TI Amort	87,223.76	30.47	34.95	0.00	0.00	0.00
Annual	194,586.26	67.97	77.96	107,362.50	37.50	43.01

Rent checks shall be payable to:

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5. **Tenant Improvement (TI) Amortization.** The TI Amortization was calculated by multiplying the maximum allowance of \$64,388.520/USF by 2,496 USF resulting in a total TI budget of \$160,713.74. This maximum TI budget was then amortized, on a monthly basis, over a two (2) year term at an annual interest rate of 8.0%. The resulting monthly amortization payment is \$7,268.65 and the annual amortization payment is \$87,223.77. This maximum TI amortization amount is subject to adjustment per Paragraph 3.3, Tenant Improvement Rental Adjustment. Should projected TI costs exceed this maximum amortization budget, the Government may pay the overage in a lump-sum payment to the landlord established by supplemental lease agreement (SLA) or reduce the scope to stay within the budget.
6. **Unauthorized Improvements.** All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.

7. **Commencement of Rent.** The premises are to be built-out in accordance with the provisions hereinafter set forth in this lease. Upon completion of the improvements to the premises by the Lessor and acceptance by the government, the new annual rent, the lease commencement and lease expiration dates shall be established by supplemental lease agreement (SLA). This document will not constitute a payment obligation until the Government executes the beneficial occupancy supplemental lease agreement (SLA).
8. **Occupancy Reports**
- Building Systems:** In accordance with Paragraph 8.2 "Building Systems," the Lessor shall furnish at no cost to the Government the required building system reports prior to the Government's occupancy of the Premises.
 - Acoustical Requirements:** In accordance with Paragraph 6.7 "Acoustical Requirements" the Lessor shall furnish at no cost to the Government the required acoustical reports prior to the Government's occupancy of the Premises.
9. **Operating Costs.** Pursuant to Paragraph 4.2, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$9.00 per rentable square foot per annum.
10. **OVERTIME USAGE:** Pursuant to Paragraph 4.4, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. – 7:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$25.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at Hawaii Office (9PDH), 300 AIA MOANA BLVD Room 1-336, HONOLULU, HI 96850-0001 to receive payment.
11. **HANDICAPPED ACCESSIBILITY:** In accordance with GSA Form 3626 and as part of the rental consideration, the Lessor has agreed to upgrade "the Premises", to meet the Architectural Barriers Act Accessibility Standard (ABAAS). All handicapped accessibility items must be completed prior to the Government's occupancy of the "Premises."
12. **Adjustment for Vacant Premises.** Pursuant to Paragraph 4.3, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.50 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.2, "Operating Costs."
13. **Tax Adjustment.** Deleted in its entirety. The Lessor has no Real Property Tax liability.
14. **Percentage of Occupancy.** The Government occupies approximately 10.60% (2,863 RSF/27,008 RSF) of the Premises located at the Centennial Office Building, 1 Utulei Road, Pago Pago, AS 96799.
15. **PREMISES IMPROVEMENTS:** In addition to the requirements in the Attachment to the GSA Form 3626 now forming Part of the Lease Agreement and as Part of the rental consideration, the Lessor agrees to the following:
- Building Permit and Drawings:** The Lessor shall prepare required certified plans and permits by DPW code.
 - The Lessor shall ensure that all electrical outlets are in working condition. All non-working electrical outlets shall be replaced or repaired by a certified electrician to insure they are working and providing power.
 - The Lessor shall clean and repair all HVAC units including Supply and return Grills and replace if needed. The Lessor shall replace all filters for the HVAC supply.
 - The Lessor shall replace all stained, damaged or discolored ceiling tiles.
 - The Lessor shall provide, install and maintain window blinds on any exterior window without a window blind prior to occupancy. New window blinds need to be the same as the existing window blinds that do not require to be replaced. The Lessor shall provide, install and replace any damaged window blinds for the exterior windows. Any existing window blinds that are to remain shall be identified and approved by the Contracting Officer.
 - The Lessor shall provide and replace all existing light bulbs. Any diffusers that need to be replaced shall be done so at the Lessor's expense.
 - The Lessor shall clean the entire space which includes but not limited to dusting, clean patios, wax floors in break room and restrooms, clean cabinets and sink, etc.
 - All lock sets that are not ADA compliant within the proposed space or leading to the proposed interior space through the common area (interior and exterior) shall be replaced and maintained with ADA compliant hardware (lever hardware – Round knob hardware is not acceptable).
 - Premises:** The site (interior and exterior) shall be clear of all stored items and debris. All vegetation shall be cut and removed from the paved area and/or areas the Government will be storing the various exterior items.

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