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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2010

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(Q)(1)(C)

Resolution No. R-126-10

Subject: Resolution Retroactively Authorizing Execution of U.S. Government Lease for Real Property between Miami-Dade County and U. S. Customs and Border Protection for Office and Warehouse Space Located at Transit Shed E at the Dante B. Fascell Port of Miami-Dade

RECOMMENDATION

It is recommended that the Board retroactively approve the accompanying resolution authorizing the execution of a U.S. Government Lease for Real Property ("Agreement") between Miami-Dade County ("County") and U.S. Customs and Border Protection ("CBP") for office and warehouse space located at Transit Shed E at the Dante B. Fascell Port of Miami-Dade.

SCOPE

The Port of Miami ("Port") is located within District 5 – Commissioner Bruno A. Barreiro. The impact of this agenda item is countywide as the Port of Miami is a regional asset and generates employment for residents throughout Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

Recently, the Federal government imposed new guidelines and requirements with respect to the provision of its inspection and support facilities at their ports of operations. The new guidelines require seaports to provide at no-cost to CBP sufficient processing space as well as office space to support these functions. For legal support, the guidelines rely on Section 1223 of the United States Code. Section 1223 requires carriers, at their expense, to provide CBP landing stations conveniently located at the point(s) of entry where CBP provides inspection services.

TRACK RECORD/MONITOR

CBP has been at the Port of Miami since the early 1970s, when international vessels started arriving at the Port. Throughout the years, CBP has played an important role in the expansion and success of the Port.

This item is being submitted to the Board retroactively due to delays in the receipt of rental payments to the County by CBP. These payments were inadvertently sent to another Port of Miami tenant. This issue has been resolved and CBP has no outstanding business issues nor delinquent account balances with the Seaport Department.

The Seaport Department staff members responsible for monitoring this agreement are Juan Kuryla, Deputy Port Director, Miriam Abreu, Chief Financial Officer, and Dalgis Betancourt, Manager, Seaport Real Estate and Economic Development.

BACKGROUND

For almost 40 years, CBP has been an invaluable partner at the Port of Miami. Its efficient processing of passengers and cargo has enabled the Port to achieve significant growth. As a result of the Seaport's increase in cargo and passenger volumes, as well as additional security measures following the events of September 11, 2001, CBP operations and staff have increased significantly at the Port. To accommodate this increased activity, throughout the years the Port has identified and provided office space for CBP.

Throughout this time, CBP has held different types of leases at the Port; i.e., open ground leases, warehouse leases and office space leases. Up to the late 1990s, CBP occupied these areas on Port at no cost. From approximately 1999 through 2009, CBP has paid either tariff or off-tariff rates depending on the lease structure, including rates to reimburse the Port for improvements to their facilities.

Toward this end, the Port is recommending the proposed Agreement with CBP at no cost for the usage of 6,631 square feet of office space and 29,369 square feet of warehouse space at Transit Shed E (514 Australia Way) for a period of three years, commencing on October 1, 2009 with no renewal options. The proposed Agreement may be terminated at any time by giving 30 days written notice to the other party. Currently CBP is occupying this facility without a Board approved lease since April 2000. Throughout the last nine years CBP has been paying off-tariff rates of $2.00 per square foot for both office and warehouse spaces and $0.75 for janitorial services. The absence of a lease agreement between the parties for this location was noted by the County's Audit and Management Services Department (AMS), as an issue to be remedied by the Seaport Department. The proposed Agreement addresses this issue and places both parties in compliance with their respective rules and regulations.

From an operational standpoint, it is beneficial for the Port to house CBP on-Port to process both passengers and cargo in an expedited manner. CBP's presence at the Port is extremely valuable as it is an excellent asset when selling the Port's infrastructure and services to its customers.

The Port of Miami is mandated to comply with Section 1223 of the United States Code; other competing ports are also required to do so. For instance, at the Port of Tampa, CBP conducts passenger inspections and occupies space in the cruise terminals at no cost. In addition, the Port pays for maintenance and utilities incurred by the agency such as electricity, water, janitorial services, landscaping, etc. Port Everglades is also offering complimentary rent to CBP and it is also absorbing all utilities costs. Other ports experiencing similar situations are the Port of Jacksonville, which provides CBP facilities at no cost to conduct passenger inspections as well as Port Canaveral and the Port of Palm Beach which also provide free space at cruise terminals as well as pay for all utilities costs associated with CBP.

It is worth noting that the rental space covered in this Agreement must be utilized by CBP to conduct its various functions. This location is ideally located for container inspection activities as it is in the middle of all three container yards.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include the authority for the Mayor or designee to execute the Agreement and to exercise any cancellation provisions.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 2, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(Q)(1)(C)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(Q)(1)(C)
2-2-10

RESOLUTION NO. **R-126-10**

RESOLUTION RETROACTIVELY APPROVING A U.S. GOVERNMENT LEASE FOR REAL PROPERTY BETWEEN MIAMI-DADE COUNTY AND U.S. CUSTOMS AND BORDER PROTECTION FOR OFFICE AND WAREHOUSE SPACE LOCATED AT TRANSIT SHED E; AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the execution of a retroactive U.S. Government Lease for Real Property between Miami-Dade County and U.S. Customs and Border Protection for office and warehouse space located at Transit Shed E, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the Mayor or designee to execute such retroactive U.S. Government Lease for Real Property after review and approval by the County Attorney's Office; and to exercise any cancellation and renewal provisions.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

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

1. LEASE NUMBER
HSBP-1109-L-IN0198

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

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 36,000 rentable square feet (6,631 sq ft of office space, and 29,369 sq ft of warehouse space) located in at 514-567 Australia Way, Miami, Florida 33132 for occupancy not later than October 1, 2009 for a term of One (1) year and a year to year basis for up to a total of three (3) years, but not beyond September 30, 2012.

B. STANDARD CONDITIONS AND REQUIREMENTS

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

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 12 a.m. to 12p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

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

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING Frequency	☒ PAINTING FREQUENCY	
☐ POWER (Special Equip.)	☒ AIR CONDITIONING	☒ CARPET CLEANING	Space As needed	
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES	Frequency Yearly	Public Areas _____	
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.			

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.

Exhibit A – Lease Limits Plan

Exhibit B – Free Space Lease Questionnaire

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

4. BASIS OF AWARD

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

☒ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING

- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- ☐ APPROXIMATELY EQUAL TO PRICE
- ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☐ (Listed in descending order, unless stated otherwise):

PART II - OFFER *(To be completed by Offeror/Owner)*

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

5. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*	6. LOCATION(S) IN BUILDING	
Transit Shed E 514-567 Australia Way Miami, FL 33132	a. FLOOR(S) 1	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT. 36,000	d. TYPE ☒ GENERAL OFFICE ☒ OTHER *(Specify)* ☒ WAREHOUSE Inspectional

B. TERM

To have and to hold, for the term commencing on October 1, 2009 and continuing through September 30, 2010, for a term of one year and year to year for up to a total of three years but not beyond September 30, 2012. This lease maybe terminated at any time by giving at least 30 days written notice to the other party. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

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

7. AMOUNT OF ANNUAL RENT	9. MAKE CHECKS PAYABLE TO *(Name and address)*
$0.00	N/A
8. RATE PER MONTH $0.00	

10a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*

Miami-Dade County Seaport Department 1015 North America Way Miami FL, 33132

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
305-347-4819	☐ OWNER ☒ AUTHORIZED AGENT ☐ OTHER *(Specify)*

12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING
Miriam Abreu	CFO

14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15. DATE	16. OFFER REMAINS OPEN UNTIL 4:30 P.M.
		(Date)

PART III - AWARD *(To be completed by Government)*

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

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

17a. NAME OF CONTRACTING OFFICER *(Type or Print)*	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE

GENERAL CLAUSES
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to $100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, 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 Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.

5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
   This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at http://www.gsa.gov/leasingform.

6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over $100,000.)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over $100,000.)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) (Applicable to leases over $25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (Applicable to leases over $500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over $500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (Applicable to leases over $500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (Applicable to leases over $500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over $10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over $10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over $25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over $10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over $25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over $2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over $500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by 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.

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to $100,000 Annual Rent)	Solicitation Number	Dated

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is $19.0 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) *Representations.*

(1) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) The Offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) The Offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) The Offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) The Offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over $10,000.)

The Offeror represents that—

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over $10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over $100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income

tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) *Common Parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:

Name _____

TIN _____

6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at http://www.ccr.gov. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[ ] Registration Active and Copy Attached

[ ] Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	Date

SHED E

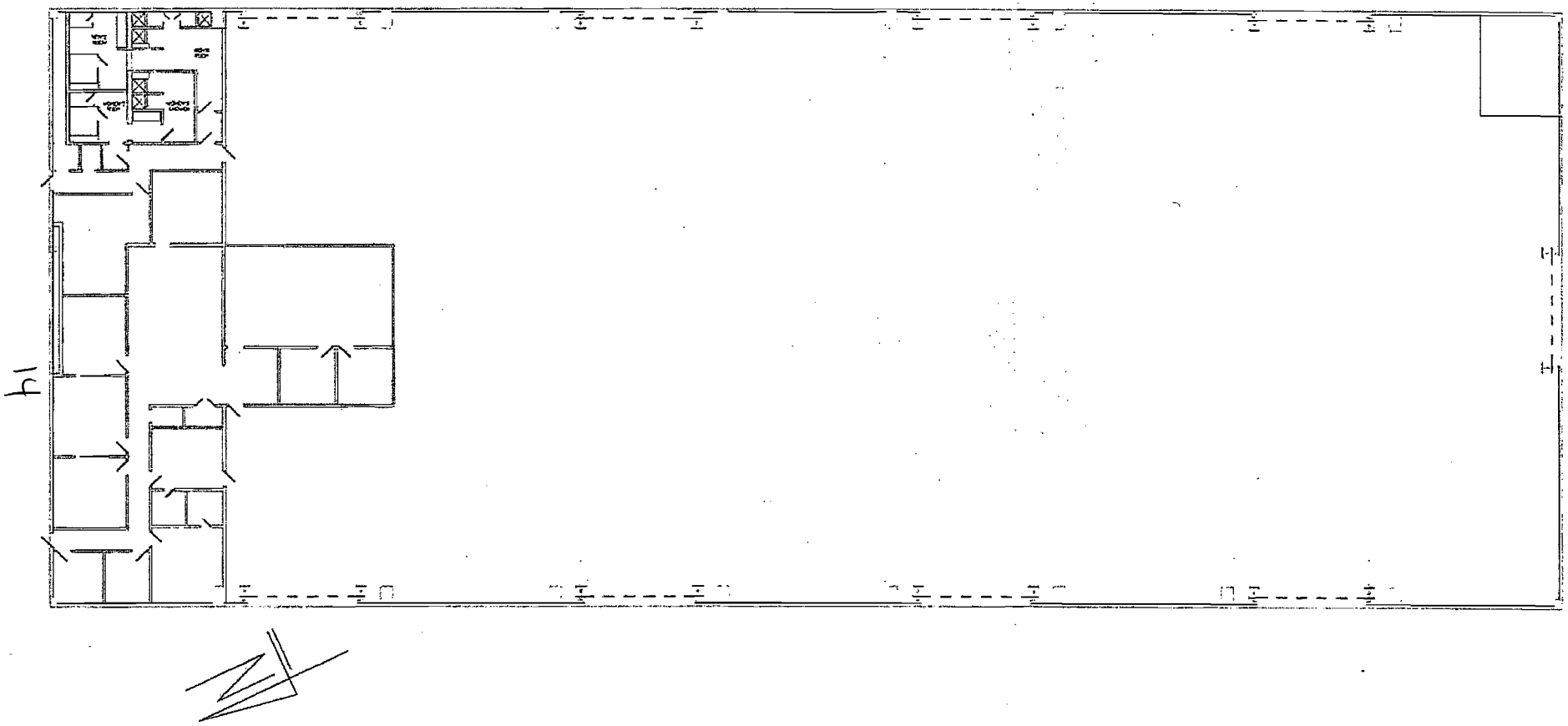

EXHIBIT A

1H0198

Free Space Lease Questionnaire

Section I: Location, Owner/Agent Information, Management Information.

1. Location:
   a. Building Name: Transit Shed E
   b. Physical Address (including zip code):
      514-567 Australia Way
      Miami, Florida 33132

   c. Mailing Address if other than above:

2. Owner or Authorized Agent:
   a. Name: Miami-Dade County Seaport Department
   b. Address:
      1015 North America Way
      Miami, Florida 33132

   c. Point of Contact/Title: Miriam Abreu, CFO
   d. Telephone: 305-347-4819
   e. Fax: 305-329-4055
   f. Email Address: mna@miamidade.gov

3. Property Management Company:
   a. Name: Miami-Dade County Seaport Department
   b. Address:
      1015 North America Way
      Miami, Florida 33132

   c. Point of Contact/Title: Dalgis Betancourt, Mgr. Real Estate & Economic Development
   d. Telephone: 305-347-4841
   e. Fax: 305-347-4820
   f. Email Address: Dalgis@miamidade.gov

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LESSOR GOVERNMENT

EXHIBIT B

Section II: General Facility In. . .mation.

4. General Facility Information.
   a. Description of Premises:
      i. Function of Building: Office & Warehouse Space (CES)
      ii. Number of Floors: 1
      iii. Year Building Constructed: 1967
      iv. Type of Construction: Concrete Block
      v. Level(s) of Floor(s) being offered in lease: 1st Floor
      vi. Room Numbers being offered in the lease: N/A
      vii. Live Floor Load:
         1. Office Space: 4,634 sqft
         2. Storage Areas:
         3. Other: Warehouse- 31,366 sqft
      viii. Floor Plan Provided? Yes/No (circle one)
      ix. Lessor Must Submit "As Built" Drawings in the formats listed below within 30 days after occupancy.
         1. Hard Copy Reproducible Format.
         2. PDF Format.
         3. CAD File.

   b. Accessibility.
      i. Buildings in which space is offered for lease shall be accessible to and usable by handicapped individuals.
      ii. The building shall have at least one accessible main entrance.
      iii. One accessible toilet for men and women.
      iv. An accessible drinking fountain and an accessible path of travel for a person in a wheelchair throughout the space.
      v. If above ground floor space is offered, then the building shall also have an accessible elevator.
      vi. The space will be inspected by the Government and Offerors will be advised of the necessary work.
      vii. A copy of our accessibility specifications are available upon request.
      viii. Accessibility of Building:
         1. Entrance: Yes/No (circle one).
         2. Ramps: Yes/No (circle one).
         3. Side Walks: Yes/No (circle one).
         4. Curbs: Yes/No (circle one).
         5. Parking: Yes/No (circle one).
         6. Elevators: Yes/No (circle one).
         7. Stairs: Yes/No (circle one).
         8. Drinking Fountains: Yes/No (circle one).
         9. Toilet Facilities: Yes/No (circle one).
         10. Lavatory: Yes/No (circle one).
         11. Accessories: Yes/No (circle one).
         12. Urinals: Yes/No (circle one).
         13. Signage
            a. Directional: Yes/No (circle one).
            b. Room Numbers: Yes/No (circle one).
            c. Room Identifier: Yes/No (circle one).

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LESSOR GOVERNMENT

c. Parking Provided:
   i. Number of Reserved Parking Spaces to be furnished for use by Official Government Vehicles:
      1. Quantity: 0
      2. Inside/Outside (circle one).

   ii. Number of Reserved Parking Spaces to be furnished for use by Government Employee Vehicles:
      1. Quantity: 0
      2. Inside/Outside (circle one).

   iii. Number of Reserved/General (circle one) Parking Spaces to be furnished for use by Visitors:
      1. Quantity: 0
      2. Inside/Outside (circle one).

   iv. Number of Reserved/General (circle one) Parking Spaces to be furnished for use by Handicapped:
      1. Quantity: 0
      2. Inside/Outside (circle one).

d. Toilet Facilities:
   i. Separate facilities for men and women each floor? Yes/No (circle one).
   ii. Travel Distance Not To Exceed 150'? Yes/No (circle one).
   iii. Adequate Fixtures/Accessories? Yes/No (circle one).
   iv. Showers Provided? Yes/No (circle one).
   v. Locker Rooms Provided? Yes/No (circle one).
   vi. Fitness Center Access/Provided? Yes/No (circle one).

e. Drinking Fountains:
   i. One Chilled Fountain Provided Per Floor? Yes/No (circle one).
   ii. Travel Distance Not To Exceed 150'? Yes/No (circle one).

f. Elevators: N/A
   g. Quantity:
   h. Operation:
      i. Automatic
      ii. Manual
   i. Type:
      i. Passenger
      ii. Freight
   j. Inspection:
      i. Date of Last Annual Inspection:

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LESSOR GOVERNMENT

Section III: Services, Utilities, Lighting, Telecommunications/Power, and Office Space Alterations.

5. Services:
   a. Cleaning (Janitorial) Service:
      i. Provided Yes/No (circle one)
      ii. Daily/Weekly

   b. Carpet Cleaning
      i. Provided Yes/No (circle one)
      ii. Frequency? Yearly

   c. Trash
      i. Provided Yes/No (circle one)
      ii. Daily/Weekly

   d. Maintenance
      i. Provided Yes/No (circle one)

6. Utilities:
   a. Utilities (including heating and cooling) available twenty four hours a day? Yes/No.

   b. Utilities are available on a scheduled basis? Yes/No (provide schedule).

   c. HVAC:
      i. Heating, Ventilation, and Air-Conditioning Systems are Required to:
         1. Conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction with regards to employee and equipment spaces.
         2. Control humidity levels with regard to tenant satisfaction with regards to employee and equipment spaces.
         3. Lessor shall perform any necessary systems start up to meet the commercially equivalent temperature levels prior to the first hour of each days operation.
         4. These temperatures must be maintained through the leased premises and service areas, regardless of outside temperatures, during the governments working hours (am to pm unless otherwise amended).
         5. HVAC must be made available to CBP while any staff is on site. This may include evenings, weekends, or a twenty four hour basis.
      ii. Specifications:
         1. Heating
            a. Type:
               i. Forced Air
               ii. Water
               iii. Steam
            b. Fuel:
               i. Electric
               ii. Oil
               iii. Gas
               iv. Other

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LESSOR GOVERNMENT

2. Cooling
   a. Type
      i. Central
      ii. Package
      iii. Window
   b. Fuel:
      i. Electric

7. Lighting:
   a. Modern, Diffused, Fluorescent Fixtures.

   b. Fixtures Shall Produce and Maintain a Lighting Level of 50 Foot Candles at Working Surfaces.

8. Telecommunications/Electrical:
   a. Lessor Shall Provide Telephone Outlets and Electrical Outlets at Locations to be determined by the Government. Yes/No (Circle One).

   b. Lessor Shall Provide Telephone Service Free Of Charge? Yes/No (Circle One).

   c. General Use Outlets, and all outlets required per code are to be provided by the Lessor at no cost to the Government.

9. Office Space Alterations:
   a. Lessor Allows Alterations to Space: Yes/No (circle one). Upon approval in writing by Lessor.

   b. Future Alterations are the Responsibility of the Lessor: Yes/No (circle one).

   c. CBP has permission to install computer cable and make necessary electrical modifications for installation? Yes/No (circle one). Upon approval in writing by Lessor.

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LESSOR GOVERNMENT

Section IV: Terms and Conditions of Space Offered: The Government shall have access to lease space at all times, including the use of elevators, toilets, lights, utilities, and small business machines without additional payment.

10. Delineation of Premises.
    a. Net Useable Space Offered in Sq. Ft. 36,000

    b. Office Space in Sq. Ft. 4,634

    c. Storage Space in Sq. Ft.

    d. Loading Dock in Sq. Ft.

    e. Lunch/Break Room in Sq. Ft.

    f. Other in Sq. Ft. Warehouse- 31,366 sqft

11. Date the Space is Available: currently occupied by CBP

12. Occupancy Type: Office & warehouse space

13. Twenty Four Hour Access Provided? Yes/No (circle one).

14. Facility I.D. required for CBP Staff? Yes/No (circle one).

15. Other Special Conveyance? Yes/No (circle one, provided detail).

16. Space will be provided free of charge? Yes/No (circle one).

17. All Utilities including water, electricity, heating, cooling are included in the rent? Yes/No (circle one).

18. All maintenance is included in the rent? Yes/No (circle one).

19. All Supplies including lamps, bulbs, replacement ballasts, etc., cleaning and toiletries are included in the rent? Yes/No (circle one).

20. Rent will be $ 0 year/month or rent $ 0 per sq. ft. per year (note type of measurement used for quoted rent.

21. Fire and Safety Requirements:
    a. Buildings in which space is offered for lease will be evaluated based on requirements of the U.S. Customs & Border Protection (CBP) fire and safety standards.
    b. The space will be inspected by the Government and offerors will be advised of the necessary work to meet these requirements.
    c. Equivalent or alternate means of protection, as required by applicable standards, shall be approved by the Director, Indianapolis Facility Center, Indianapolis, Indiana.
    d. A copy of the fire safety standards is available upon request.

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22. Asbestos
    a. No asbestos-containing fireproofing or insulation on building structures, acoustical treatment, molded or wet-applied ceilings or wall finishes,/decorations, whether friable or non-friable, will be permitted. If present, such materials must be removed by the successful offeror prior to occupancy by the Government.
    b. No friable asbestos-containing boiler lagging or insulation is acceptable. If present, such materials shall be removed, encapsulated or enclosed.
    c. Post-asbestos-abatement air monitoring requirements are to be complied by the lessor when applicable.
    d. All offerors are subject to the asbestos inspection and testing provisions specified in paragraph 7 of the attached GSA Form 3517 (General Clauses).

23. Lessor must ensure that the space is currently in compliance, and kept in compliance with all local and federal codes.