

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

LEASE NUMBER
VA258-14-L-0077

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 99 parking spaces, located within or adjacent of the following delineated area:

North: E. Thomas Rd.
South: Camelback Rd
East: N. 7th Ave
West: N. 16th St.

For occupancy no later than November 30, 2014 for a term no later than November 29, 2019

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS November 24, 2014.

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 (the GOVERNMENT):

- a. Space offered must be in a quality building or on land 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 space 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 or property of the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- 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 laws and regulations.
- f. Services, utilities, and maintenance will be provided Monday through Friday, from 6:00 a.m. to 6:00 p.m. 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 Offeror must have an active registration in the System for Award Management (SAM) System (via the Internet at <http://www.sam.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 SAM registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.

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

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

6. OTHER REQUIREMENTS

THIS LEASE AGREEMENT INCORPORATES THE FOLLOWING TERMS AND CONDITIONS:

- a. General Requirements
- b. GSA Form 3517A-General Clauses (Short Form)
- c. GSA Form 3518A-Representations and Certifications (Short Form)
- d. Offerors should also include the following with their offers:

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 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 and remain open until lease award)***A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING <i>(Include ZIP Code)</i>		2. LOCATION(S) IN BUILDING	
		a. FLOOR(S)	b. ROOM NUMBER(S)
		c. SQ. FT. RENTABLE _____ ABOA _____ Common Area Factor _____	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER <i>(Specify)</i> _____ <input type="checkbox"/> WAREHOUSE _____

B. TERM

3. To have and to hold, for the term commencing on _____ and continuing through _____ inclusive. The Government may terminate this lease in whole or in part at any time on or after _____, by giving at least _____ 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	7. HVAC OVERTIME RATE PER HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO <i>(Name and Address)</i>
6. RATE PER MONTH		

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.)*

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER <i>(Specify)</i> _____		
11a. NAME OF OWNER OR AUTHORIZED AGENT <i>(Type or Print)</i>		11b. TITLE OF PERSON SIGNING	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT			11d. DATE

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 <i>(Type or Print)</i>	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
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GENERAL REQUIREMENTS

Statement of Work Parking Lease

1.0 Overview

1.1 The Phoenix VA Health Care System (PVAHCS) is looking to lease parking spaces to support the current and projected growth of patient care within the facility. A recent parking analysis indicated that PVAHCS has a deficit of over 500 parking spaces. PVAHCS has requested and been approved to construct a parking facility that will temporarily eliminate 100 parking spaces at the main facility. The facility is looking to lease 99 off-site parking spaces within one (1) mile radius from 7th Street and Indian School Road.

2.0 Description of work to be performed

2.1 The contractor will provide vacant spaces that may be used to park vehicles. The space should be able to provide parking for 99 vehicles. Based on a typical parking space of 9' x 20' per space, the net parking area is 17,820 SF. Using an estimated configuration for the parking area, a gross area load factor of 80% is applied to the net area, indicating that the gross area of the property should be approximately 30,000 SF to accommodate the necessary parking.

2.2 The space is required to have a maximum cross slope of 2% (2' elevation change over a 100' span) to ensure accessibility for disabled users. The space must also be assured of positive rainfall drainage, ensuring that no standing water will accumulate in the parking area.

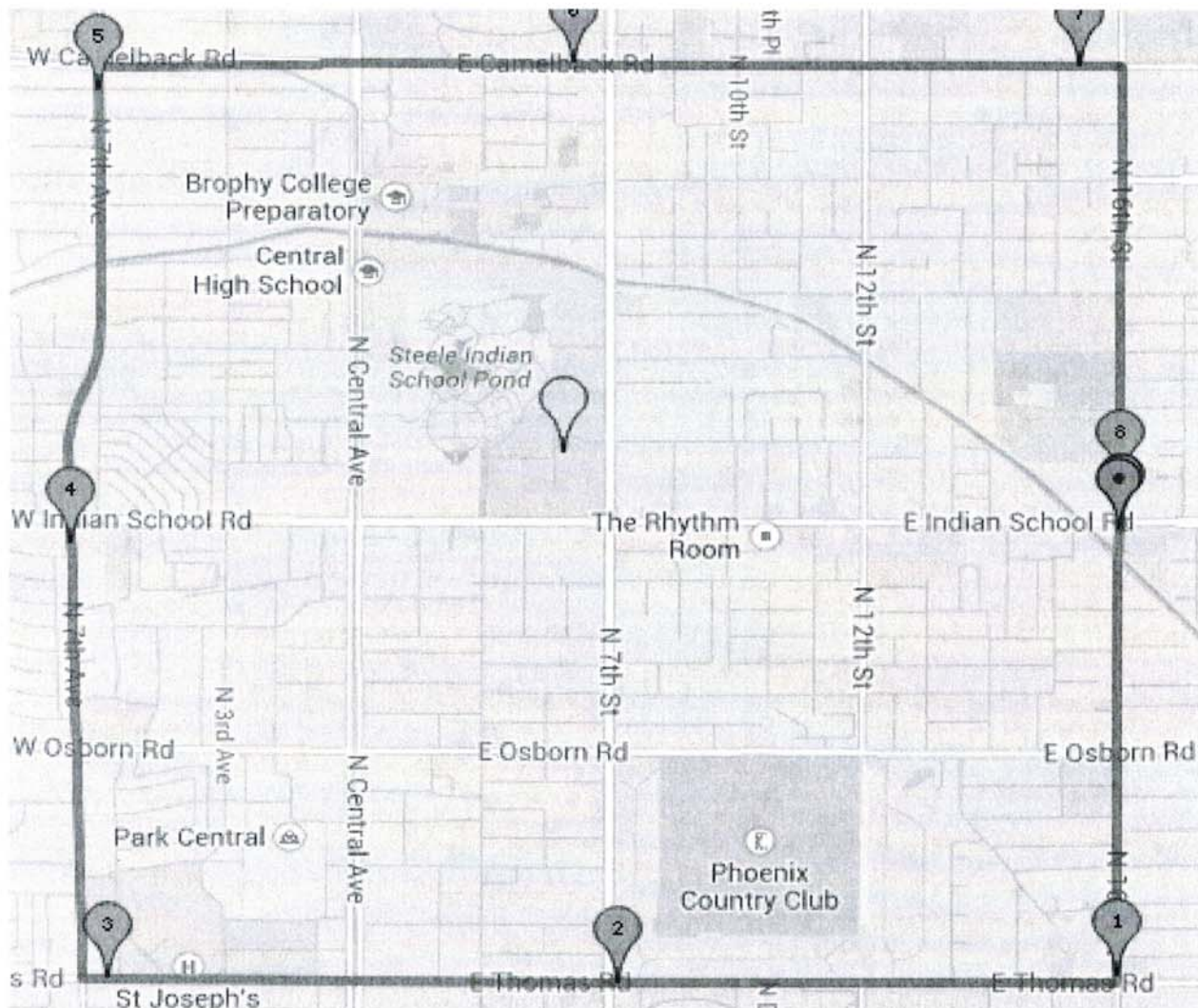
2.3 The space must also be capable of being modified by the lease tenant to enable clear parking designation, ensure safe pedestrian movement, and ensure safety for entering and exiting the property. The lease tenant shall be permitted to modify the property by providing asphalt coverage, curbing, paint striping and other safety/traffic control parameters, as necessary. The property owner shall determine at the onset of the lease if restoration to original condition by the lease tenant will be required upon termination of the lease.

2.4 Patients, employees, contractors, visitors, etc. of PVAHCS will be the only individuals permitted to park in the designated space.

2.5 Space will be readily available between the hours of 6 a.m. to 6 p.m. Monday – Friday.

3.0 Location of work

3.1 The space offered shall be located within close proximity (1) mile radius from 7th Street and Indian School Road) to the PVAHCS main campus.



South of: Camelback Road
North of: E. Thomas Road
East of: N. 7th Avenue
West of: N. 16th Street

4.0 Period of performance

4.1 Five (5) years firm with termination rights, in whole or in part at any time by giving at least ninety (90) days written notice to the Lessor for any reason, or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government shall be liable for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.

5.0 Any special requirements (e.g. security clearances, travel, special knowledge)

5.1 PVAHCS will provide adequate security and will be allowed access to monitor the leased area. Lessor will furnish a controlled space to facilitate and maintain the security of the parked vehicles. Lessor will not be responsible for damage theft or vandalism of automobiles.

5.2 Provisions will need to be included to accommodate shuttle services to and from the property. These provisions will include up to four designated pick-up points (depending on the property), signage guiding individuals to the pick-up points, and a covered waiting area at each pick-up point to accommodate shuttle riders in the case of inclement weather.

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 untenable 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 tenable 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.)

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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.

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REPRESENTATIONS AND CERTIFICATIONS (Short Form) (For Leases At or Below the Simplified Lease Acquisition Threshold)	Solicitation Number VA258-14-R-0852	Dated 10/23/2014
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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. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* 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) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:]*
- _____]
- Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business*

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concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:]*

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:]*

] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51

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percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and

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- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

(Applicable when the estimated value of the acquisition exceeds \$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 when the estimated value of the acquisition exceeds \$10,000)

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. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

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have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

5. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.

6. 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

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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.*

- | | |
|---|--|
| <input type="checkbox"/> Sole proprietorship; | <input type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input type="checkbox"/> 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 _____

7. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

- (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 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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).

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- (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).

8. 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 Number _____

9. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

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 <https://www.acquisition.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)	
	NAME _____	
	STREET _____	
	CITY, STATE, ZIP _____	
	TELEPHONE NUMBER _____	
	Signature _____	Date _____

INITIALS: _____ & _____
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