

WASHOE COUNTY

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STAFF REPORT BOARD MEETING DATE: July 28, 2015

CM/ACM (S)
Finance DO

DA

Risk Mgt. DE

HR N/A

Other N/A

DATE:

July 15, 2015

TO:

Board of County Commissioners

FROM:

Dave Solaro, Arch., P.E., Director

Community Services Department, 328-3600, dsolaro@washoecounty.us

THROUGH: Kevin Schiller, Assistant County Manager

SUBJECT:

Public Hearing to consider objections to the Resolution of Intent to Lease; and, possible approval of a Lease Agreement between Washoe County and the United States Department of Agriculture, Forest Service, for a 60 month term commencing retroactively to July 1, 2015 through June 30, 2020, for space within the Incline Service Center [annual revenue of

\$21,413.64]. (Commission District 1.)

SUMMARY

Washoe County entered into a Lease Agreement with the United States Department of Agriculture, Forest Service (USFS) on July 13, 2010, for a portion of the Washoe County owned Incline Service Center, located at 855 Alder Avenue, Incline Village, Nevada. The original 36 month Lease Agreement allowed for one 24 month renewal option including a 3% rental increase over the previous term. That agreement, including the renewal term, expired June 30, 2015.

The proposed new Lease Agreement will authorize the USFS to continue to occupy a smaller portion of the Incline Service Center. The original lease agreement for 1,600 square feet of office space has been reduced to 1,050 square feet at the request of the USFS. The new monthly rental rate of \$1,784.47 includes rent, utility services, janitorial services, and snow removal and will provide Washoe County with \$107,068.20 in rental revenue during the five year lease term, and if exercised, one 24 month renewal option that includes a 3% rental increase.

Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On June 22, 2010, the Board of County Commissioners (Board) approved a Resolution of Intent to Lease to the USFS.

On July 13, 2010, the Board held a public hearing to consider objections to the Intent to Lease, and hearing none, approved a 36 month Lease Agreement between Washoe County, and United States Department of Agriculture, Forest Service.

On June 11, 2013, the Board approved Lease Amendment No. 1 between Washoe County, and United States Department of Agriculture, Forest Service, for a twenty-four

month renewal term commencing July 1, 2013 through June 30, 2015, for space within the Incline Service Center.

On July 14, 2015, the Board adopted a Resolution of Intent to Lease a portion of 855 Alder Avenue, Incline Village Nevada, to the USDA, Forest Service, for a 60 month term commencing retroactively to July 1, 2015 through June 30, 2020, for space within the Incline Service Center; and set the public hearing on the matter for July 28, 2015.

BACKGROUND

In 2009, the USDA, Forest Service was approached to consider relocating from its South Lake Tahoe location to the Incline Service Center to provide for its campground permitting, fuels reduction, seasonal rangers and the Tahoe Park information Center. The USFS staff supported the relocation to the Incline Service Center and agreed to a shared facility use. The original Lease Agreement was executed in July 2010.

The facility was previously shared by the University of Nevada Cooperative Extension Program which due to budget reductions vacated the facility in 2012. Subsequent to Cooperative Extension vacating the facility, staff was approached by the Nevada Tahoe Conservation District (NTCD) with a request to utilize a portion of the Incline Service Center for their operations. NTCD has been a long term partner with Washoe County specifically supporting our Water Quality and Best Management Practices related to Lake Tahoe clarity and storm water run-off activities. The Board supported the request by NTCD to co-locate with the USFS in the Incline Service Center in April 2013.

The Lease Agreement with the USFS has a 90 day no cause termination clause, should the facility be needed for County purposes.

FISCAL IMPACT

The rental rate of \$1,784.47 per month includes the rent at a rate of \$1.03 per square foot of space, utilities and snow removal; plus \$0.669 cents per square foot for janitorial services. The term of the agreement is from July 1, 2015 through June 30, 2020, with an option to renew for an additional 24 month period with a 3% increase. All revenue will be deposited into the general fund CSD Administration cost center [105000-483000].

RECOMMENDATION

It is recommended that the Board of County Commissioners hold a public hearing to consider objections to the Resolution of Intent to Lease; and approve of a Lease Agreement between Washoe County and the United States Department of Agriculture, Forest Service, for a 60 month term commencing retroactively to July 1, 2015 through June 30, 2020, for space within the Incline Service Center [annual revenue of \$21,413.64].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Lease Agreement between Washoe County and the United States Department of Agriculture, Forest Service, for a 60 month term commencing retroactively to July 1, 2015 through June 30, 2020, for space within the Incline Service Center [annual revenue of \$21,413.64]."

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this	day of
, 2015, by and between Washoe County, Nevada, a political subd	ivision of
the State of Nevada, hereinafter called "Lessor" and the United States Department of	
Agriculture, Forest Service, hereinafter called, "Lessee".	

WITNESSETH:

WHEREAS, Lessor is the sole owner of the Premises located at 855 Alder Avenue, Incline Village, Nevada, Washoe County and is further described below, which area is not currently needed for the public purposes of Washoe County; and

WHEREAS, Lessee, is a Federal Agency, which is an element of the Federal Government, which operates forestry services and programs for the greater good of the community; and

WHEREAS, the Parties are public agencies as defined within Nevada Revised Statutes 277.050; and

WHEREAS, the Parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Premises; and

WHEREAS, Lease Rules and Regulations of the Building, Floor Plan, General Clauses, and Representations and Certifications, Exhibit A, Exhibit B, Exhibit C, and Exhibit D are made part of this lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF PREMISES

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, approximately 1,050 rentable square feet of space ("Premises") in the building generally known and designated as the Incline Service Center at 855 Alder Avenue Incline Village, Nevada ("building"), together with the nonexclusive use of common areas, kitchen, hallways, parking areas, entrances, and restrooms.

Unless otherwise specified, "Premises" shall include only that portion used exclusively by Lessee.

SECTION TWO

TERM OF THIS AGREEMENT

The term of this Agreement shall commence on July 1, 2015 and will terminate Sixty (60) months thereafter on June 30, 2020, unless sooner terminated or extended upon mutual agreement of the parties or as otherwise provided herein.

SECTION THREE

RENTAL

As long as Lessee remains a Federal Agency in good standing, Lessee may occupy the Premises at the rental rate of One Dollar and three cents (\$1.03) per square foot or One thousand eighty one dollars and 50/cents (\$1,081.50) per month, for the sixty (60) month period, which includes payment for all utilities and snow removal services; however, does not include telephone services, which shall be arranged for and paid by the U.S. Forest Service. The U.S. Forest Service shall also pay, as part of monthly rent, the sum of \$702.97 per month, at the rate of \$0.669 cents per square foot for janitorial services. As a result, the U.S. Forest Service is obligated to pay \$21,413.64 annually for rent, utility services, snow removal, and janitorial services, paid monthly, in arrears, at the rate of \$1,784.47. The monthly rental amount shall be paid in arrears at the end of each month in accordance with the Prompt Payment Act, without notice, offset or demand.

SECTION FOUR

RENEWAL OPTION

In the event that Lessor does not need the space and Lessee is in compliance with its duties and obligations under this Agreement, Lessee shall have one (1) option to renew this Agreement for an additional Twenty-four (24) months, the rental amount shall include a 3% increase, and include all other terms and conditions as set forth in this Agreement. Said option shall be exercised by Lessee delivering a written request to Lessor, not less than ninety (90) days prior to the end of the then current term and the request shall require approval by Lessor.

SECTION FIVE

USE OF PREMISES

A. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose other than the conduct of the necessary business of the Lessee.

B. Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation. The Premises shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.

SECTION SIX

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

- A. Lessee hereby acknowledges that the Premises are in good condition and are architecturally acceptable to Lessee, and shall not be altered, repaired or changed without the prior written consent of Lessor. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit same to Lessor.
- B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls without the prior written consent of the Lessor.
- C. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Premises, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, changes and repairs.
- D. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable office furniture, made in or upon the Premises shall be Lessor's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.
- E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations.
- F. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

SECTION SEVEN UTILITIES AND TELEPHONE

A. Lessor shall supply heating, electricity and water to the Premises. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of heat and air conditioning when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee will be responsible for the installation and payment of all telephone service, including fax and computer lines, incident to its business. Any work in this regard must be first submitted to Lessor's Community Services Department.

C. Lessee shall be provided keys to the front door entrance. It is agreed and understood that normal business days of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, or as needed, exclusive of designated County Holidays. Lessee agrees not to duplicate any keys and shall request copies from Lessor. In the event that Lessee has a lost or missing key, Lessee shall pay for all costs associated with re-keying the Premises and replacement keys for the other occupants in the building.

D. If Lessee is the last one to depart the building on any day, Lessee shall check and secure the entire building and set the alarm. In the event Lessee does not secure the building and Lessor is required to respond with a staff member, Lessor may bill and Lessee shall pay for reasonable charges for Lessor's emergency response.

SECTION EIGHT

JANITORIAL

Lessor shall provide regular janitorial services to the Premises in accordance with Lessor's current schedule. Any cleaning expense necessitated by the negligence of Lessee or its invitees shall be at the sole cost and expense of Lessee.

SECTION NINE

REPAIRS AND INSPECTIONS

A. Lessor shall be responsible for making all routine repairs and for performing routine maintenance to the Premises, at Lessor's sole expense. Lessee agrees that all damage done to the Premises by Lessee or its invitees or any person present because of Lessee's occupation of the Premises, shall be subject to the Contract Disputes Act (FAR Clause 52.233-1).

B. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

C. Lessor shall maintain, at its sole cost and expense, the roof, exterior walls and windows of said building in which the Premises are located.

D. Lessee shall permit Lessor or its authorized agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the building in which the Premises are located.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the building in which the Premises are located except as authorized by the Community Services Department, Operations Division.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

DESTRUCTION OF PREMISES

Refer to Exhibit C, 2.10, Fire and Casualty Damage, subject to the following, "If such repairs cannot be made in sixty (60) days or if Lessor does not wish to make the repairs, this Agreement may be terminated at the option of Lessor."

SECTION THIRTEEN CONDEMNATION

In the event that any part of the Premises shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Premises taken for such public purpose. All damages awarded for the taking of the Premises for any public purpose shall belong to and be the property of the party suffering such damage

whether such damage is awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

SECTION FOURTEEN INDEMNIFICATION

Liability/Indemnification: The Lessor will indemnify and save harmless Lessee, its officers, agents and employees for any loss, damage or liability arising from negligent or willful acts or omissions of the Lessor or its officers, agents or employees occasioned by, or in connection with the use of the Lessed Premises by the Lessor, whether such loss, damage or liability is sustained by the Lessees, their officers, agents, or employees, or any other person.

Lessee shall be liable to the extent allowed by law, including the Federal Torts Claims Act 28 USC 2671-2680, for claims for personal injury including death, or property damage resulting from the negligent or wrongful act or omission of any employees or the Lessee while acting within the scope of his or her employment, arising out of this Lease.

SECTION FIFTEEN

INSURANCE

A. Lessor, at its sole cost and expense, shall:

- (1) Secure and maintain fire and extended insurance, or provide for such through its Self-funded Insurance Program, on the building in which the Premises is located in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.
- (2) Secure and maintain through its Risk Management Division a Self-Funded Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.
- B. Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this lease. The forgoing and following notwithstanding, County and Lessee acknowledge that the United States Government operates as a self-insured entity. The Federal Government has a claims process similar to filing an insurance claim. In the event that an individual or group feels justified in filing a claim regarding Lessee because Lessee's operations at the Leased Premises these claims should be filed in accordance with the Contract Disputes Act at the following address:

U.S. Forest Service

Attention: Lease Contracting Officer

1323 Club Drive, Vallejo, CA 94592

SECTION SIXTEEN

FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds

specifically for the purpose of maintaining the Premises, in any subsequent fiscal year after the

effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor

harmless from any penalty, charge or sanction. Lessor agrees to provide 90-day prior written

notice to Lessee of this eventuality should it occur.

SECTION SEVENTEEN

COSTS AND ATTORNEY'S FEES

Should either party hereto institute any action or proceeding to enforce or interpret any

provision hereof or for damages by reason of an alleged breach of any provision of this

Agreement, neither party shall be entitled to receive from the losing party such amounts as may

be adjudged to be reasonable attorney's fees; cost and fees of the courts which are allowed and

ordered under relevant Federal statutes.

SECTION EIGHTEEN

CHOICE OF LAW

This Agreement shall be construed in accordance with and be governed by the applicable

laws of the State of Nevada, and Federal Law.

SECTION NINETEEN

QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet

enjoyment of the Premises for the term hereby created.

SECTION TWENTY

NOTICES

All notices and demands which may be required to be served upon the respective parties

to this Agreement shall be in writing and may be served either personally or by certified mail,

postage prepaid, addressed to Lessee: U.S. Forest Service, Lease Contracting Officer, 1323 Club

Drive, Vallejo, CA 94592, and upon Lessor, to Director, Community Services Department, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION TWENTY-ONE

HAZARDOUS SUBSTANCES

- A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Premises, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Premises become contaminated as a result of a violation by Lessee of this Section Twenty One, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees in accordance with the Federal Tort Claims Act.
- B. If hazardous substances have been used, stored, manufactured or disposed in or upon the Premises or connected areas outside the Premises, or if the Premises or connected areas outside the Premises, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.
- C. "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION TWENTY-TWO RULES AND REGULATIONS

The rules and regulations of Lessor set forth as Exhibit "A", which may be amended from time to time, are expressly made part of this Agreement and Lessee agrees to abide by the same to the extent said rules and regulations are not inconsistent with the terms of this Agreement.

SECTION TWENTY-THREE TERMINATION

- A. Upon termination of this Agreement, Lessee shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted. Lessee shall remove all personal property therein.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. The failure by Lessee or Lessor to make any payment or observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after thirty (30) days written notice of such default shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default (other than the payment of money) is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

SECTION TWENTY-FOUR EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.
- B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

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IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written. LESSOR: WASHOE COUNTY, a political subdivision of the State of Nevada Marsha Berkbigler, Chair Washoe County Commission STATE OF NEVADA COUNTY OF WASHOE) On this ____day of ______, 2015, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ______, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned. Notary Public LESSEE: Nancy Strawn, Lease Contracting Officer On this _______, 2015, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _______, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "A"

Lease (Office) Rules and Regulations of the Building

First: Lessee, its agents, employees, invitees and any person present because of Lessee's occupation of the Premises, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the building any animal or motorcycle; and Lessee agrees that it will pay any damages that Lessor may suffer by a violation of this clause.

Second: The sash doors, sashes, windows, glass doors, partitions, lights and skylights, that reflect or admit light into the halls or other places of the building shall not be covered or obstructed. In this connection, no drapes or other type of window covering may be utilized without prior approval of Lessor.

Third: The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

Fourth: No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed,

painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.

Fifth: When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, etc. shall be prescribed by Lessor. All work related to the wiring must be presented to and approved by Lessor's General Services Department.

Sixth: Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the building and also the times and manner of moving the same in and out of the building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

Seventh: Lessee must observe strict care not to leave the Premises exposed to the elements, and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the building and by Lessor.

Eighth: All glass, locks and trimmings in or upon the doors and windows belonging to the building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said building, or during tenancy.

Ninth: The Premises shall not be used for lodging or sleeping purposes.

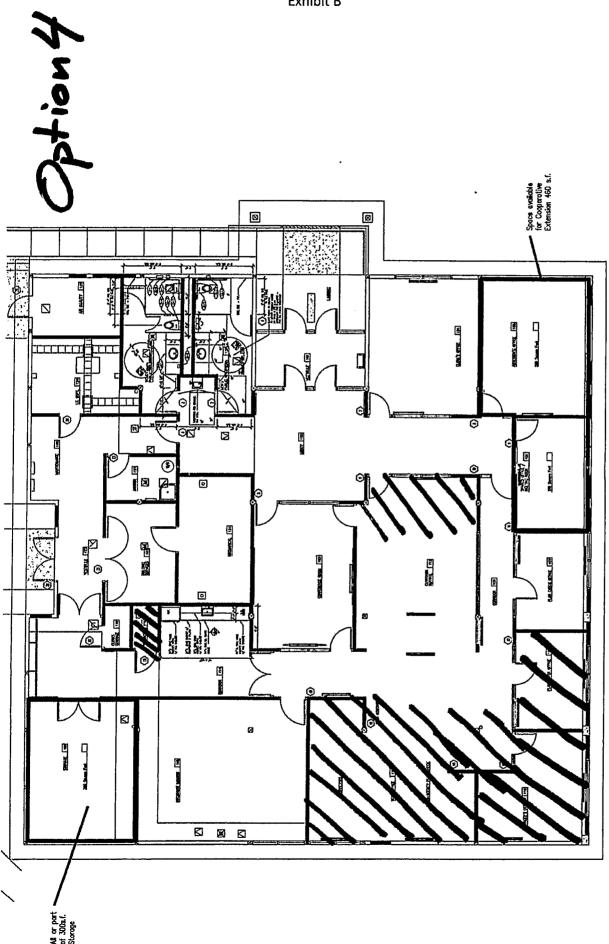


EXHIBIT "C"

GENERAL CLAUSES AND ADDITIONAL STANDARDS AND CONDITIONS

The following clauses are incorporated by reference:

GSAR 552.270 25 Substitution of Tenant Agency FAR 52,204-7 Central Contractor Registration GSAR 552,270-31 Prompt Payment GSAR 552,232-23 Assignment of Claims GSAR 552.270-20 PAYMENT FAR 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration FAR 52,203-13 Contractor Code of Business Ethics and CONDUCT GSAR 552,270-32 Covenant Against Contingent Fees FAR 52-203-7 Anti-Kickback Procedures FAR 52-223-6 Drug-Free Workplace

FAR 52-203-14 Display of Hotline Poster(s) FAR 52.233-1 DISPUTES

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area

2.10 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 180 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (JAN 2011)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the LCO, the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

3.11 MEANS OF EGRESS (SEP 2013)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the Lease Award Date).

- B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.17 ACCESSIBILITY (FEB 2007)

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.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the Lease.

- Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
- 1. MANUAL PROCESS: The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.
- 2. ELECTRONIC PROCESS: The electronic process will be done through the e-QIP system. contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:
 - How to Log In a)

b)

process

- How to Answer and Create New Golden Questions
- What Additional Documents to Send C)
- d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
- To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the e)
- Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device. b)
 - Certification That My Answers Are True
- Authorization for Release of Information. c)
- The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.
- Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
- Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.
- The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.25 OCCUPANT EMERGENCY PLANS (SEP 2013)

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

LEASE SECURITY: STANDARDS

Facility Entrances, Lobby, Common areas, Non-Public and Utility Areas

Employee access control at entrances

The Lessor shall provide key or electronic access control for all Government employees under this Lease to the entrance to the Building (including after-hours access).

Public Restroom Access

The Government reserves the right to control access to public restrooms located within the Space. Securing Critical Areas

The Lessor shall secure areas designated as Critical Areas to restrict access:

- Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC plans and HVAC system labeling within mechanical areas.
- Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

C. At a minimum, Lessor shall secure building mechanical and janitorial areas including sprinkler rooms, electrical closets, telecommunications rooms and janitor closets.

Visitor Access Control

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of person requesting access prior to allowing entry into the Space.

Structure

Lessor shall provide written emergency shutdown procedures for air handlers.

Access to Building Information

Building Information – including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures – shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Office may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

(For Leases At or Below the Simplified Lease Acquisition	Solicitation Number	Dated
Threshold)	57-5358-15-1400	7/1/2014

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) 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, [X] 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—
 - 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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		Exhibit "D"	
		rn eligible under the WOSB Program in (b)(4) of this provision.] The offeror ents 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)	parag	plete only if the offeror represented itself as a small business concern in raph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is not a veteran-owned small business concern.	
(7)	conce	plete only if the offeror represented itself as a veteran-owned small business rn in paragraph (b)(6) of this provision.] The offeror represents as part of its offer [] is, []□is not a service-disabled veteran-owned small business concern.	
(8) [Complete only if the offeror represented itself as a small business concerparagraph (b)(1) of this provision.] The offeror represents, as part of its of			
	(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.	
Defin	itions. A	As used in this provision—	
small the m wome accor	l busine nanager en who rdance	ly disadvantaged women-owned small business (EDWOSB) concern" means a sest concern that is at least 51 percent directly and unconditionally owned by, and ment and daily business operations of which are controlled by, one or more are citizens of the United States and who are economically disadvantaged in with 13 CFR part 127. It automatically qualifies as a women-owned small neern eligible under the WOSB Program.	
"Serv	ice-disa	abled 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	

(c)

_ & _____GOVERNMENT

- 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 <u>38 U.S.C.101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"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 veteranowned 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 [X] 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)

I. Representation

Awards made under this announcement are subject to the provisions contained in the PL. 113-235, "Consolidated and Further Continuing Appropriations Act, 2015," regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all applicants must complete the paragraph (1) of this representation, and all corporate applicants also must complete paragraphs (2) and (3) of this representation.

- (1) Applicant [insert applicant name] is [] is not [X] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations).
 - If Applicant checked "is" above, Applicant must complete paragraphs (2) and (3) of the representation. If Applicant checked "is not" above, Applicant may leave the remainder of the representation blank.
- (2) Applicant [insert applicant name] has [] has not [] (check one) been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of application.
- (3) Applicant [insert applicant name] has [] does not have [] (check one) 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

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manner pursuant to an agreement with the authority responsible for collecting the tax liability.

II. Assurance

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

This award is subject to the provisions contained in the PL. 113-235, "Consolidated and Further Continuing Appropriations Act, 2015," regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the corporation recipient acknowledges that it: (1) does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, ARS will annul this agreement and may recover any funds the recipient has expended.

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

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consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN).

(d)

"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.

		[X] [] []	have income effectively connec United States and does not hav agent in the United States; Offeror is an agency or instrumer	reign corporation, or foreign partnership that does not ted with the conduct of a trade or business in the ve an office or place of business or a fiscal paying ntality of a foreign government; ntality of the Federal government;
	(e)	Туре	of organization.	
4;		[]P	ole proprietorship; artnership; orporate entity (not tax-exempt);	[X] Government entity (Federal, State, or local);[] Foreign government;[] International organization per 26 CFR 1.6049.
		[]C	orporate entity (tax-exempt);	[] Other
	(f)	Com	mon Parent.	
		[X]		d by a common parent as defined in paragraph (a) o
		[]	this provision. Name and TIN of common paren	t:
		Nam	e	
		TIN		

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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).
 - (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 t cover page, the O	he above instructions, in a fferor shall also provide its	addition to ir DUNS Numb	nserting the per as part of	DUNS Number this submission	on the	offer
DUNS#	07-378-6998		_			

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9. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

Note: Effective May 29, 2012, CCR transitioned to System for Award Management (SAM)

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.

- [X] 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) David Solaro, Director P.O. Box 11130 Reno, NV 89520	TELEPHONE NUMBER 775-328-3600
	Signature	

Date

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USER NAME PASSWORD Forgot Username? Forgot Password?

Create an Account

HOME SEARCH RECORDS DATA ACCESS

GENERAL INFO

HELP

Entity Dashboard

COUNTY OF WASHOE DUNS: 073786998 CAGE Code: 3M5B3 Status: Active Expiration Date: 01/27/2016 Purpose of Registration: Federal Assistance Awards Only 1001 EAST 9TH STREET BUILDING A RENO, NV, 89512-2845, UNITED STATES

Entity Overview

Entity Record

Core Data

Assertions

Reps & Certs

POCs

Reports

· Service Contract Report

BioPreferred Report

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

RETURN TO SEARCH

Entity Information

Entity Overview

Name: COUNTY OF WASHOE Business Type: US Local Government POC Name: Gabrielle Enfield Registration Status: Active Activation Date: 01/27/2015 Expiration Date: 01/27/2016

Exclusions

Active Exclusion Records? No