

RESOLUTION NO. 2008- 317

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LEASE AGREEMENT FROM VA COMMUNITY-BASED OUTPATIENT CLINIC ADDING THE ADDITIONAL RENTAL SPACE IN THE HEALTH AND HUMAN SERVICES CENTER.**

**RECITALS**

**WHEREAS**, this Lease Agreement is for the expansion of the V.A. Clinic which will consist of an additional 1,440 square feet at \$16.88 per square foot for an additional annual lease amount of \$24,307.20 attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the total gross annual rental income to the County from the leased space provided to the V.A. Clinic is \$193,737.60 annually and will increase 3% each year; and

**WHEREAS**, the citizens of St. Johns County have benefited from this agency and the additional space will be able to accommodate their additional needs.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

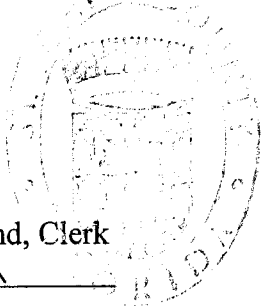
**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby accepts the terms of the Lease Agreement and authorizes the County Administrator to execute 2 original Lease Agreements.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 4.** The Clerk is instructed to record the original Lease Agreement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of November, 2008.



BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk  
By: Pam Haltemen  
Deputy Clerk

RENDITION DATE 11/18/08

EXHIBIT "A" TO RESOLUTION

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

1. LEASE NUMBER  
VA248-R-0606

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

**A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 1,440 rentable square feet of Administrative space located in St. Augustine, Florida for occupancy not later than September 1, 2008 (date) for a term of Five (5) years + five (5) one-year options. Rentable space must yield 1,440 BOMA Usable square feet for use by Tenant for personnel, furnishings, and equipment.  
INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS August 15, 2008.

**B. STANDARD CONDITIONS AND REQUIREMENTS**

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

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

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

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

Services, utilities, and maintenance will be provided daily, extending from 0700 a.m. to 1830 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within Sixty (60) days after receipt of approved layout drawings.

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

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> BUILDING MAINTENANCE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING		(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency 2 X PER YEAR	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
			Every 5 years	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space _____	
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency ANNUALLY	Public Areas _____	

**3. OTHER REQUIREMENTS**

THIS LEASE AGREEMENT INCORPORATES THE FOLLOWING TERMS AND CONDITIONS:

- a. SECTION A - SUMMARY OF LEASE SPECIFICATIONS
- b. SECTION B - LAYOUT OF SPACE
- c. GSA FORM 3517A - GENERAL CLAUSES (SHORT FORM) (Rev. 12/03)
- d. GSA FORM 3518A - REPRESENTATIONS & CERTIFICATIONS (SHORT FORM) (Rev. 12/03)

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

**4. BASIS OF AWARD**

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
  - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - APPROXIMATELY EQUAL TO PRICE
  - SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):

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

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

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)

ST. JOHNS COUNTY  
1955 US HIGHWAY 1 SOUTH  
WING B-WEST  
ST. AUGUSTINE, FLORIDA 32086

6. LOCATION(S) IN BUILDING

a. FLOOR(S)

1<sup>ST</sup> FLOOR

b. ROOM NUMBER(S)

B-WEST

c. RENTABLE SQ. FT.

1,440

d. TYPE

GENERAL OFFICE       OTHER (Specify)  
 WAREHOUSE                      Medical

**B. TERM**

To have and to hold, for the term commencing on September 1, 2008 or Actual Date of Occupancy, whichever is later and continuing through August 31, 2018 inclusive. The Government may terminate this lease at any time on or after August 31, 2013, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

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

7. AMOUNT OF ANNUAL RENT

\$24,307.20

Annual increase of 3%

8. RATE PER MONTH

\$2,025.60

9. MAKE CHECKS PAYABLE TO (Name and address)

ST. JOHNS COUNTY  
ATTN: REAL ESTATE DEPARTMENT  
500 San Sebastian View  
ST. AUGUSTINE, FL 32084

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

ST. JOHNS COUNTY 500 San Sebastain View ST. AUGUSTINE, FL 32084

10b. TELEPHONE NUMBER OF OWNER

904-823-2587

11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

OWNER                       AUTHORIZED AGENT                       OTHER (Specify)

12. NAME OF OWNER OR AUTHORIZED AGENT

13. TITLE OF PERSON SIGNING

14. SIGNATURE OF OWNER OR AUTHORIZED AGENT

15. DATE

16. OFFER REMAINS OPEN UNTIL 4:30 P.M.

(Date)

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

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you: Years 2 -5 - A 3% annual increase or increase based on the CPI index, whichever is greater, will be granted on the anniversary date of the lease.

All construction work is the responsibility of the Landlord/Owner.

All requirements relating to Fire and Safety Code will be completed by Landlord/Owner.

Telephone, Cable, Internet, is the responsibility of the VA.

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

17a. NAME OF CONTRACTING OFFICER (Type or Print)

SUSAN LITTLE, Contracting Officer

17b. SIGNATURE OF CONTRACTING OFFICER

17c. DATE

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## SECTION A - SUMMARY

### PART 1.0 GENERAL REQUIREMENTS

#### 1.1 AMOUNT AND TYPE OF SPACE (JUN 1994):

(a) The Department of Veterans Affairs Medical Center, 619 S. Marion Ave., Lake City, Florida, (hereinafter referred to as VA) is interested in leasing between 1,000 to 2,000 square feet of rentable space in a central business location within St. Johns County, Florida for use in the support of the Mental Health Program. The rentable space must yield a minimum of 1,000 and a maximum of 2,000 BOMA square feet available for use by Tenant for personnel, furnishings, and equipment.

(b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the Miscellaneous Section of this solicitation.

(c) The VA will be operating a mental health clinic to support the treatment of veteran beneficiaries. The proposed space must offer, or be capable of offering, space layout and other requirements detailed elsewhere in this Solicitation.

(d) Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.

#### 1.2. AREA OF CONSIDERATION:

The Department of Veterans Affairs will consider potential sites located within the geographical boundaries of St. Johns County, Florida.

#### 1.3. LOCATION:

(a) The space must be located in a prime commercial office district with attractive, professional surrounding with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.

(b) Building must be located within a 1-City Block walking distance to major public transportation services, if available within the delineated area.

#### 1.4 UNIQUE REQUIREMENTS:

(a) The proposed space should offer clinic/office/storage space in a single, first floor location. Space layout may include -

- Reception Area
- Staff Conference Room
- Offices
- Storage

(b) Proposed space must have satisfactory heating and cooling, have an modern electrical system to adequately accommodate computer equipment and accessories and other general office type machines.

(c) The site must have capability for adequate security to its entrances and exits.

(d) The proposed facility must meet an Fair Market Value appraisal.

(e) Exits and Entrances to the building must be handicapped accessible.

(f) Parking: The parking to square foot ratio available on-site must at least meet current local code requirements.

INITIALS: Lessor \_\_\_\_\_ Govt. \_\_\_\_\_

**1.5 LEASE TERM.**

(a) The lease term will be for 5 years, with 5 one-year renewal options or until August 31, 2018.

(b) Notwithstanding any other provisions of this agreement requiring the VA to give notice to exercise any option contained herein for extension of the lease, for additional space in the facility, or for purchase of the facility, the Lessor shall notify the contracting officer, in writing, at least thirty (30) days, and no more than sixty (60) days, prior to the time the option must be exercised. In the event the Lessor fails to notify the VA as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease.

**1.6 OFFER AND ACCEPTANCE PERIOD:** Offers are due by August 15, 2008 4:30PM.

**1.7 OCCUPANCY DATE:** Occupancy is required no later than September 1, 2008.

**1.8 HOW TO OFFER (JUN 1994)**

(a) Offers are to be submitted to the VA Contracting officer at the following address:

CONTRACTING OFFICER (90C)  
VA MEDICAL CENTER  
619 S. MARION AVE.  
LAKE CITY, FL 32025

(b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

- (1) GSA Form 3626 U.S. Government Lease for Real Property (Short Form) (Rev. 12/03)
- (2) GSA Form 3518A, Representations and Certifications (Rev. 12/03).

**1.11 AWARD**

After conclusion of negotiations, the Contracting Officer will require the Offer or selected for award to execute the proposed lease prepared by VA which reflects the proposed agreement of the parties.

The proposed lease shall consist of,

- (a) GSA Form 3626 U.S Government Lease for Real Property (Short Form)
- (b) GSA Form 3517A, General Clauses ,
- (c) GSA Form 3518A, Representations and Certifications,
- (d) The pertinent provisions of the offer, and
- (e) The pertinent provisions of the SFO.
- (f) Any additional terms and provisions agreed to by the parties.

The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the VA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

**3.0 MISCELLANEOUS**

**3.1 RENTABLE SPACE (JUN 1994)**

Rentable space is the areas for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally

INITIALS: Lessor\_\_\_\_\_ Govt.\_\_\_\_\_

does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

### **3.2 BOMA USABLE SQUARE FEET:**

(a) For the purposes of this solicitation, the Government recognizes BOMA (Building Owners and managers Association) International standard (ANSI/BOMA Z65.1 - 1996) definition of Office Area, which means "the area where a tenant normally houses personnel and/or furniture for which a measurement is to be computed."

(b) BOMA Usable square feet shall be computed by measuring the areas enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from corridors are present, BOMA Usable square feet shall be computed as if the deviation were not present.

### **3.3 COMMON AREA FACTOR (JUN 1994)**

If applicable, Offerors shall provide a Common Area Factor. A Common Area Factor is a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space.

## **4.0 GENERAL ARCHITECTURAL**

### **4.1. ACCESSIBILITY (JAN 1997)**

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101.19-6 App. A). Where standards conflict, the more stringent shall apply.

### **4.2 QUALITY AND APPEARANCE OF BUILDING EXTERIOR**

The space offered should be located in a new or modern building with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and esthetically pleasing appearance including an attractive front and entrance way. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

## **5.0 ARCHITECTURAL FINISHES**

### **5.1 BUILDING FINISHES**

Building Finishes shall be for first-class modern space.

## **6.0 MECHANICAL, ELECTRICAL, PLUMBING**

### **6.1 HEATING AND AIR CONDITIONING (JUL 1994)**

(a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

(b) During non-working hours, heating temperatures shall be set no higher than 55 Degrees F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours.

(c) Simultaneous heating and cooling are not permitted.

INITIALS: Lessor\_\_\_\_\_ Govt.\_\_\_\_\_

(d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

## **6.2 VENTILATION (JUL 1994)**

(a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

## **6.3 ELECTRICAL GENERAL (JAN 1997)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

## **6.4. TELEPHONE: DISTRIBUTION AND EQUIPMENT (JUN 1994)**

(a) Telephone floor or wall outlets shall be provided on the basis of 1 per 60 BOMA Usable square feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull stations to facilitate the installation of cable.

(b) The Government reserves the right to provide its own telecommunication (voice) service in the space to be leased. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) rifed with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

## **6.5 DATA DISTRIBUTION (JUN 1994)**

Floor or wall outlets shall be provided on the basis of 1 per 60 BOMA Usable square feet. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. The Government shall at its expense be responsible for purchasing and installing said cable. When cable consists of multiple runs, the Lessor shall provide cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

## **6.6 LIGHTING: INTERIOR (JUN 1994)**

(a) Modern, diffused fluorescent fixtures using no more than 2.0 watts/occupiable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform light level of 50 foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 30 foot-candies in portions of work areas other than work surfaces and 1 - 10 foot-candies or minimum levels sufficient to ensure safety in non-working areas. Exceptions may be granted by the GSA buildings manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

(b) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.

## **7.0 SERVICES, UTILITIES, MAINTENANCE**

### **7.2 NORMAL HOURS**

Services, utilities, and maintenance will be provided daily, between the hours of 0700 to 1830 except Saturdays, Sundays, and Federal holidays.

### **7.3. OVERTIME USAGE (JAN 1997)**

INITIALS: Lessor\_\_\_\_\_ Govt.\_\_\_\_\_



(a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electrical power.

(b) Reimbursement to the lessor for overtime heating or cooling will be at the hourly rate established in the contract.

## **8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **8.1 OCCUPANCY PERMIT (OCT 1996)**

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not use occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

### **8.2 FIRE AND LIFE SAFETY (OCT 1996)**

(a) Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code", or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.

(b) If offered space is three or more stories above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements established by the NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total leased government space in the building (all leases combined) will be less than 35,000 square feet, and, 3) the building is sprinklered, this documentation is not required.

(c) If offered space is 6 stories or more above grade, additional fire and safety requirements may apply. Therefore the offeror must advise VA in its offer whether or not the offered space, or any part thereof

### **8.3 OSHA REQUIREMENTS (OCT 1996)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Health and Safety Administration (OSHA) standards.

### **8.4 ASBESTOS (OCT 1996)**

The leased space shall be free from 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.

### **8.5 RADON IN AIR (OCT 1996)**

If space for the occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels that are below the Environmental Protection Agency's action concentration of 4 picoCuries/liter. After initial testing a followup test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

## **9.0 SPECIAL PROVISIONS**

### **9.1 LABOR STANDARDS (AUG 1994)**

If an Offeror proposes to satisfy the requirements of this Solicitation For Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, the cost of which is in excess of \$2,000, and where the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation occupancy and use of the building by the United States:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

**9.2 PAYMENT SUPPLEMENT:** Reference is made to GSAR Clause 552.232-75 Prompt Payment, incorporated by reference in Section B, General Clauses. It is the policy of the Department of Veterans Affairs that payment for rents due under this lease agreement shall be made **Monthly, in arrears**, upon receipt of the Lessor's properly prepared invoice mailed to the following payment address:

Chief, Fiscal Service (04)  
VA Medical Center  
619 S. Marion Ave.  
Lake City, FL 32025

**(Acquisition of Leasehold Interests in Real Property)**  
**GSA Form 3516A (Rev. 9/99)**

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

- (i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
  - (A) It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
  - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
  - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.
  - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
  - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
  - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
  - (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.
  - (7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:
    - (1) Mark the title page with the following legend:
 

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].
    - (2) Mark each sheet of data it wishes to restrict with the following legend:
 

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (e) Lease award.
    - (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
    - (2) The Government may reject any or all proposals if such action is in the Government's interest.
    - (3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (7) The unconditional written acceptance of an offer establishes a valid contract.
- (8) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
  - (iii) A summary of the rationale for award.

2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

3. 552.270-3 - PARTIES TO EXECUTE LEASE (SEP 1999)

- (a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.
- (b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- (c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.

4. 52.233-2 - SERVICE OF PROTEST (AUG 1996) (VARIATION)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5. 552.233-70 - PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (SEP 1999)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

- (c) A protest filed directly with the General Services Administration (GSA) must:
- (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
  - (5) Include the information required by FAR 33.103(d)(2):
    - (i) Name, address, fax number, and telephone number of the protester.
    - (ii) Solicitation or contract number.
    - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
    - (iv) Copies of relevant documents.
    - (v) Request for a ruling by the agency.
    - (vi) Statement as to the form of relief requested.
    - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
    - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (a) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (b) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (c) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (d) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (e) The following procedures apply to information submitted in support of or in response to an agency protest:
- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
  - (2) GSA procedures do not provide for any discovery.
  - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
  - (4) The parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
  - (5) Any written response by the agency to the protest must be filed with the deciding official within five (5) days after the filing of the protest.
  - (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- (f) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (g) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (h) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-riden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (i) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (j) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

## 6. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

**SECTION B  
GENERAL CLAUSES (Short Form)  
GSA Form 3517A (Rev. 9/99)  
(GENERAL CLAUSES  
(Simplified Leases)**

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (FEB 1998)

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 on the Internet as GSA Form 3517A (Full Text) at <http://www.gsa.gov/pbs/pe/standcla/standcla.htm>

6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$500,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (Applicable to leases over \$10,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$2,500.)

FAR 52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) (Applicable to leases over \$10,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)
FAR 52.233-1	DISPUTES (DEC 1998)
GSAR 552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)
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 exceeding \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

## **SUPPLEMENT TO GENERAL CLAUSES**

### **852.270-1 REPRESENTATIVES OF THE CONTRACTING OFFICER (APR 1984)**

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designees authority. A copy of the designation shall be furnished the contractor.

### **GSAR 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

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.

INITIALS: Lessor\_\_\_\_\_ Govt.\_\_\_\_\_



<b>REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)</b>	Solicitation Number	Dated
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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. SMALL BUSINESS REPRESENTATION (SEP 1999)

- (a) It [ ] is, [ ] is not a small business. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The standard industrial classification (SIC) code for this acquisition is 6515.
- (b) It [ ] is, [ ] is not a small disadvantaged business. (See 48 CFR 52.219-1 for definition.)
- (c) It [ ] is, [ ] is not a women-owned small business (other than a small business). (See 48 CFR 52.204-5 for definition.)

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

(Applicable to leases which exceed \$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, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

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

(Applicable to leases which exceed \$10,000.)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that --

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applicable to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

*(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.  
 "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

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

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

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

*(e) Type of organization.*

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

*(f) Common parent.*

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

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

**6. OFFEROR'S DUNS NUMBER (APR 1996)**

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)          Signature	Telephone Number          Date
--	--	--

SUPPLEMENT TO GSA FORM 3518A (REV 1/98)

8. VAAR 852.219-70 VETERAN - OWNED SMALL BUSINESS DEC 1990

The offeror represents that the firm submitting this offer [ ] is [ ] is not, veteran-owned small business, [ ] is [ ] is not, a Vietnam era veteran-owned small business and [ ] is [ ] is not, a disabled veteran-owned small business. A veteran-owned small business is defined as a small business at least 51 percent of which is owned by such a veteran, who also controls and operates the business. Control in this context means exercising the power to make policy decisions. Operate in this context means actively involved in day-to-day management. For the purpose of this definition, eligible Veterans include:

- (a) A person who served in the U.S. Armed Forces and who was discharged or released under conditions other than dishonorable.
  - (b) Vietnam era veterans who served for a period of more than 180 days, any part of which was between August 5, 1964, and May 7, 1975 and were discharged other than dishonorable.
- (2) Disabled veterans with a minimum compensable disability of 30 percent or a veteran who was discharged for disability.

Failure to execute this representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award. (See Far 14.405)