



Real Estate Assets Department
SDC003

USA (NWS)

EGDIPM-DD2-DDD

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



12



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE:

LEASE NO: 13WSW0226C

THIS LEASE under the authority of 40 U.S.C. 585, is made and entered into this date by and between

The City of San Diego

whose address is: 1200 Third Avenue, Suite 1700
San Diego, CA 92101

hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the LESSEE:

whose address is: Department of Commerce
National Oceanic and Atmospheric Administration
Real Property Management Division
7600 Sand Point Way NE, Building 1
Seattle, WA 98115-6349
(206) 526-6893 (Phone)
(206) 526-6675 (Fax)

WITNESSETH: The parties hereto for considerations hereinafter mentioned, covenant and agree as follows;

1. **Lease Of Premises.** Lessor leases to the Lessee a certain portion of the Property located at Mount Woodson Road, San Diego, California 92065, longitude 33° 00' 32.1" N, latitude 116° 58' 22.1" W, consisting of (a) a ground area space of approximately 10 square feet on the ground or in the equipment building and (b) space on the tower described on attached **Exhibit "A"** (the portions of the Property described in clause (a) and (b) above, collectively, the "**Premises**").
2. **Term.** TO HAVE AND TO HOLD the said premises for a 5 year term beginning on March 1, 2013 through February 28, 2018, subject to termination and rights as may be hereinafter set forth.
3. **Rent.** The Lessee shall pay the Lessor annual rent of \$10,668.00 at the rate of \$889.00 per month in arrears. If the term of the Lease does not commence on the first day of the month, rent for the first and last months shall be prorated. Rent shall be made via Electronic Funds Transfer. No later than one week after award, the Lessor shall provide the Contracting Officer with the required account information necessary for electronic payment of rent.
4. **Termination.** The Lessee may terminate this lease at any time by giving at least ninety (90) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Lessor may terminate this lease at any time by giving at least 180 (one hundred eighty) days notice in writing to Lessee, and no rental shall accrue after the effective date of termination. Notices shall be computed commencing the day after the date of mailing.
5. **Permitted Use.** (a) The Lessee may use the Premises for the transmission and reception of weather broadcast communications and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications antenna and related equipment, cables, accessories and improvements (collectively, the "**Antenna Facility**"). The Lessee's Antenna Facility is shown on **Exhibit "A"** and made a part of this lease. Lessor's execution of this Agreement will signify Lessor's approval of **Exhibit "A"**. The Lessee has the right to install and operate transmission cables from the transmitters to the antennas and electric lines from the main feed to the transmitters. The Lessee may take appropriate means to secure the Premises. The Lessee has the right to modify, supplement, replace, or upgrade the Antenna Facility at any time during the term of this Agreement with prior approval from Lessor, which shall not be unreasonably withheld or delayed. The Lessee shall have the right to perform routine maintenance, repairs, replacement, and upgrades to the Antenna Facility within the Premises without the consent of Lessor.

6. **Interference.** (a) The Lessee represents and warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. (b) Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Antenna Facility, the operations of the Lessee or the rights of the Lessee under this Agreement. Lessor will notify the Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Property. (c) Lessor will not use, nor will Lessor permit its employees, Lessees, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Antenna Facility, the operations of the Lessee or the rights of the Lessee under this Agreement. In the event of such interference, Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from the Lessee. In the event any such interference does not cease within the aforementioned cure period then the Lessee will have the right to terminate this lease agreement.

The radio frequency and call identifications utilized by the Lessee equipment governed by this lease are:
162.400 MHz and KEC62

7. **Access.** At all times throughout the Term of this Agreement, and at no additional charge to the Lessee, the Lessee and its employees, its subcontractors, will have unescorted access to the Antenna Facility twenty-four (24) hour per day, seven (7) day per week. Lessor reserves and shall always have the right, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect its interests in the Premises, or to inspect the operations conducted on the Premises.
8. **Access Road.** Lessor grants to Lessee, its authorized agents, employees, contractors, sublessees and licensees, a non-exclusive right to use during the term of this Lease, that portion of the access road ("Access Road") described in Exhibit "A" which serves Mount Woodson, subject to the following conditions:
- a. Lessee, its authorized agents, employees, contractors, sublessees and licensees shall exercise the right to use the Access Road only when it is necessary to access the Premises.
 - b. Lessee, its authorized agents, employees, contractors, sublessees and licensees shall use the Access Road at their sole risk and avoid using it to the extent possible during weather conditions that may result in excessive damage to the road surface.
 - c. Lessee shall provide locks for any gates crossing the Access Road. Gate locks shall be placed in a manner that will not disturb the locks of others.
9. **Removal of Equipment.** Lessor covenants and agrees that no part of the Antenna Facility constructed, erected or placed on the Premises by the Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Lessor that all improvements of every kind and nature constructed, erected or placed by the Lessee on the Premises will be and remain the property of the Lessee and may be removed by the Lessee at any time during the Term or as soon as practicable after the termination of this lease, but in no event longer than sixty (60) days after Lease Termination.
10. **Operations, Maintenance & Utilities.** (a) The Lessee will keep and maintain the Lessee's equipment in good condition, reasonable wear and tear and damage from the elements excepted. (b) Lessor will maintain and repair the Property and access thereto, in good and condition, subject to reasonable wear and tear and damage from the elements. (c) Lessor will provide the Lessee with electricity for the Antenna Facility and the cost for such electricity is included in the Rent paid by the Lessee. (d) The Lessor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Lessor, electrical service furnished or supplied by Lessor.
11. **Taxes.** The Rental Consideration shall include reimbursement for all taxes and assessments applicable for the leased area. The Lessee shall not be responsible for the payment of tax increases.
12. **Hazardous Materials.** The leased premises shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

13. **Authority.** Lessor covenants that Lessor's interest in the Premises is sufficient to enter into this Lease, and the Lessee may, at any time before or after the execution of this Lease, request evidence of said interest.

14. **Claims.** The Lessee is self-insured. It agrees to promptly consider and adjudicate any and all claims which may arise out of use of the permitor's premises by Lessee or duly authorized representatives or contractors of the Lessee and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. The Lessee also agrees to consider and adjudicate any claims for damage or injury sustained by Lessee personnel in the performance of their official duties while on permitor's premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent.

15. **Exhibits and Attachments.** The following are attached and made a part hereof:

- A. Exhibit "A", Description of Premises (4 Pages)
- B. Exhibit "B" Lessee Equipment List, (1 Page)
- C. General Clauses, GSA Form 3517 (3 Pages)
- D. Representations and Certifications, GSA Form 3518 (7 Pages)

16. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY: Bob Filmer
Name: BOB FILMER
Title: MAYOR

Date: 2/15/13

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:
THIS ACTIVITY IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES, SECTION 15301

BY: Maya Hermann
Name: Maya Hermann
Title: Senior Planner

Date: 1/10/13

APPROVED AS TO FORM AND LEGALITY:

BY: Leslie Fitzgerald
Name: Leslie Fitzgerald
Title: Chief Deputy City Attorney

Date: 2-28-13

UNITED STATES OF AMERICA

Signature Molly Kunze
Department of Commerce
Real Property Contracting Officer

Molly Kunze
Name of Contracting Officer

EXHIBIT A – Legal Description

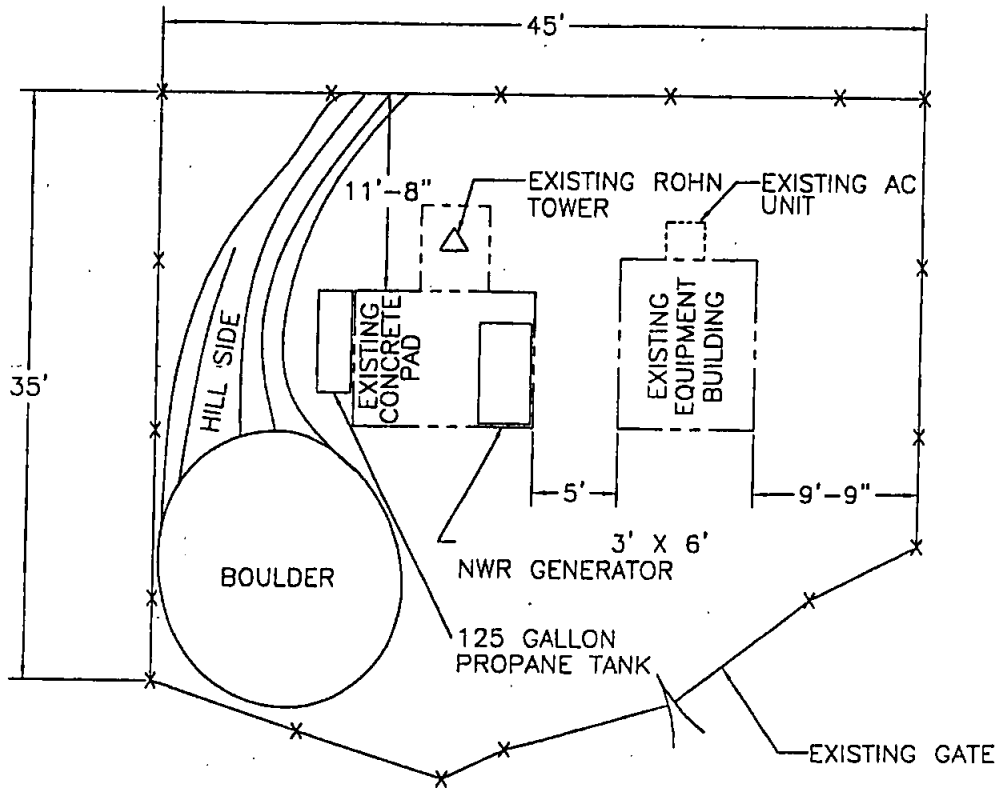
MOUNT WOODSON TELECOMMUNICATIONS CENTER

All that portion of Section 27, T13S, Range 1 West, San Bernardino Base and Meridian, according to the U.S. Government Survey, in the County of San Diego, State of California described as follows:

COMMENCING at the south quarter of said Section 27 from which the United States Coast and Geodetic Station "Woodson 1953" having the Lambert Zone 6, NAD83 coordinates of North 1,947,522.38 and East 6,340,730.94, bears North 23E43'31" W.406.11 feet; Thence South 89E19'37" West 177.51 feet along the South line of said Section 27; Thence North 19E48'36" West 376.84 feet, to a point having the Lambert Zone 6 NAD84 coordinates of North 1,947,532.05 and East 6,340,588.61, said point being the TRUE POINT OF BEGINNING; Thence South 89E11'09" West 410.94 feet; Thence North 20E08'21" West 83.00 feet; Thence South 89E11'09" West 250.00 feet; Thence South 20E08'21" East 100.00 feet; Thence South 89E11'09" West 450 feet; Thence North 20E08'21" West 200.00 feet; Thence North 89E11'09" East 250.00 feet; Thence North 20E08'21" West 50.00 feet; Thence North 89E11'09" East 450.00 feet; Thence North 20E08'21" West 53.22 feet; Thence North 89E11'09" East 210.94 feet; Thence South 20E08'21" East 64.55 feet; Thence North 89E11'09" East 201.37 feet; Thence South 19E48'36" East 221.22 feet to the TRUE POINT OF BEGINNING.

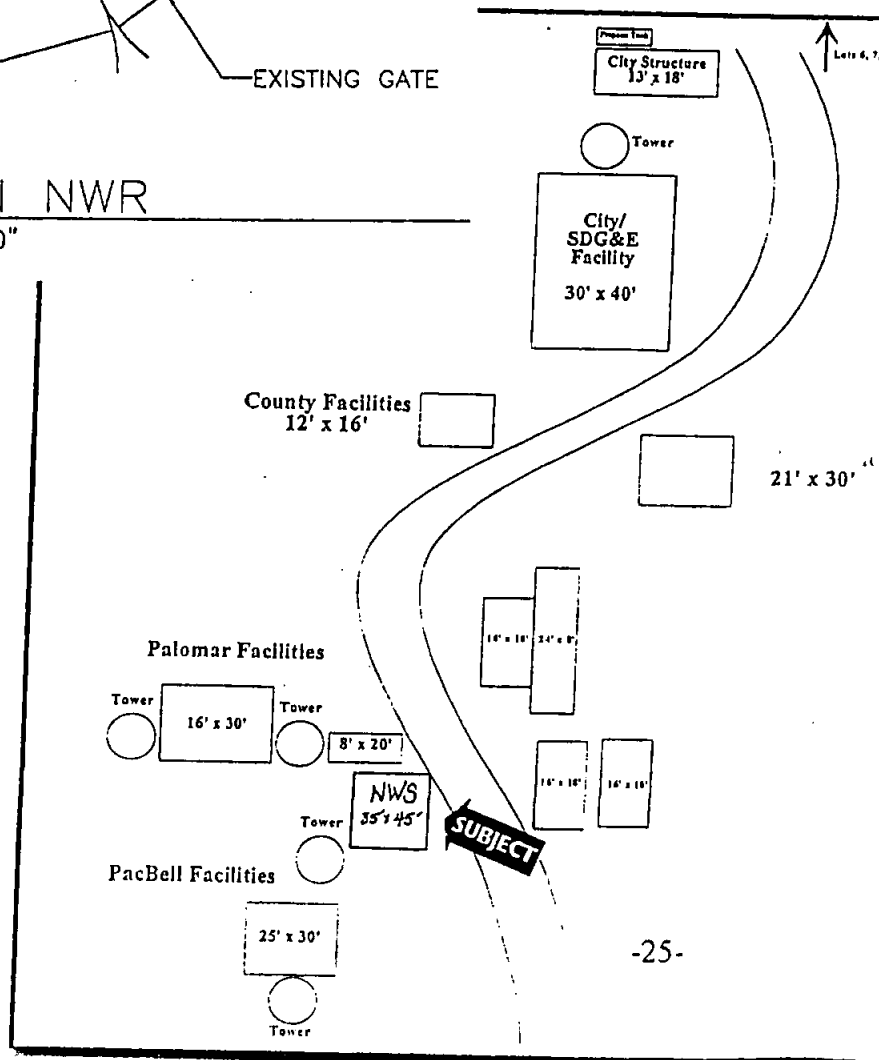
Above described exception parcel contains 5.2503 Acres.

TOGETHER WITH the right of ingress and egress thereto over and along an existing road, or its future relocation, running easterly from the Mt. Woodson/Palomar Telecommunications facility, through portions of Section 26, 34 and 35 to the existing location of the old Ramona-Poway Road. Said existing access road described in City of San Diego Field Survey notes by Lorne de Pron, January 26, 2000, L.C. Index 302-1733, W.O. 110013, on file in the Field Engineering office of the City of San Diego Land Surveyor.



SAN DIEGO MT WOODSON NWR

SCALE: 1/8"=1'-0"



City/US Dept. of Commerce-NOAA @ Mt Woodson

-25-

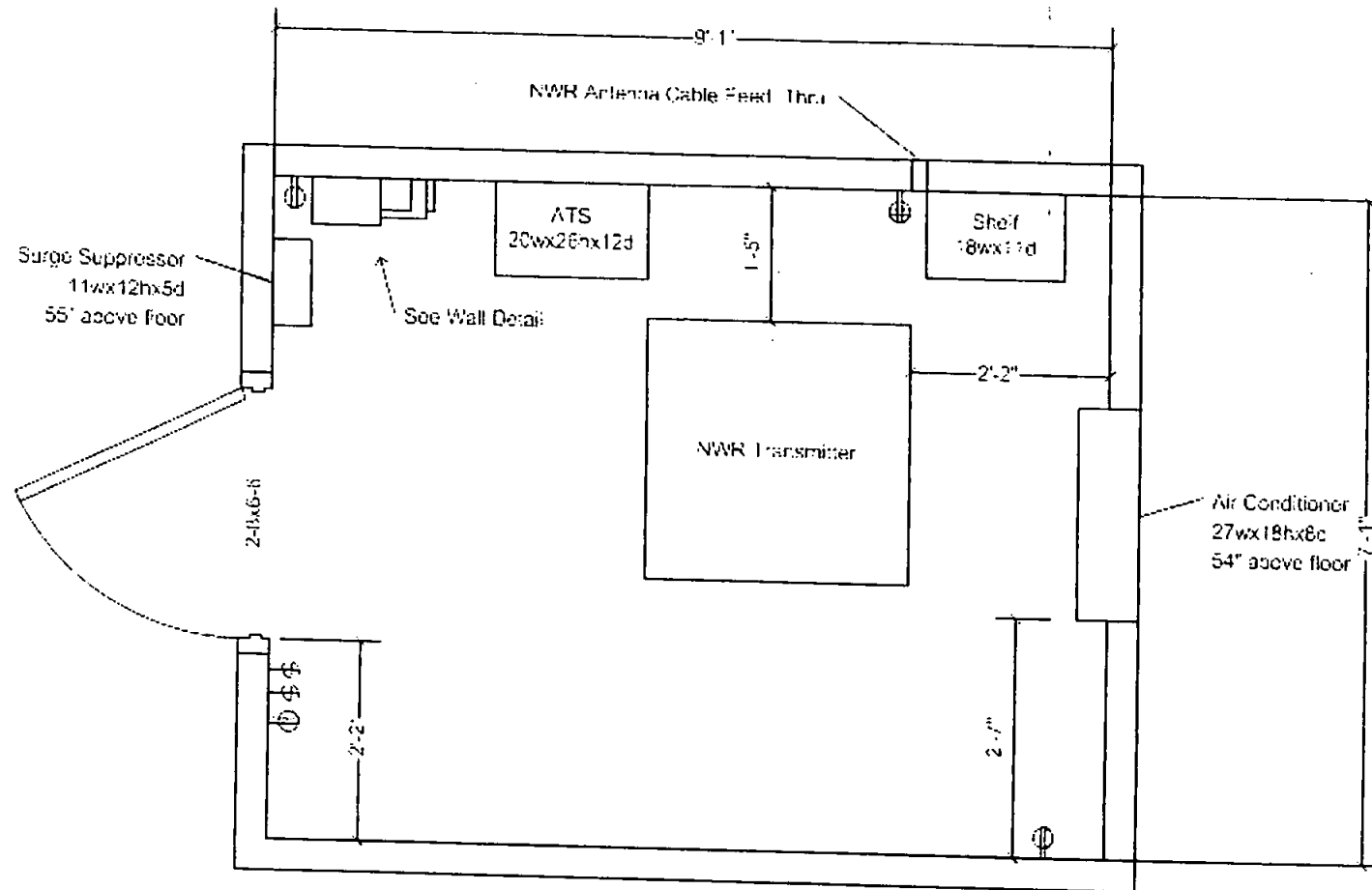


EXHIBIT A - Page 3 of 4

REVISIONS	DATE	FILE NAME
	02/16/2009	San Diego, CA
	SCALE	CONCEPTUAL SKETCH OF
DATE REVISED	1/2" = 1'-0"	NWR TRANSMITTER BUILDING FLOOR PLAN
PAGE	2 of 5	DRAWN BY
		Roland Devoe



Mt. Woodson

PRINT

FCC

Coordinates: 33.0089,-116.9728
33-00-32.1 N 116-58-22.1 W

Structure: TOWER

Elevation: 853m

Height: 49m

AGL: 49m

FCC #: 1200993

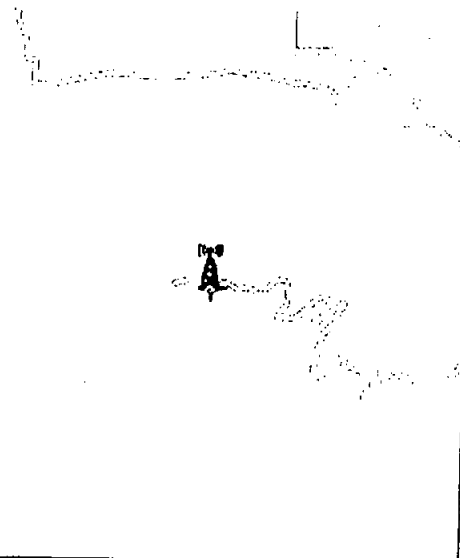
FAA #: 99-AWP-0577-OE

Date Constructed: 06-10-86

Proximity: Woodson Mountain, 4 mi SE Ramona, CA

Location: Poway, CA

County: San Diego



Role	Licensee ID	Address
Owner	L00136939	San Diego, City of, California Attn: Ken Norton 1220 Caminito Centro San Diego, CA 92102 Phone: 6195258655 E-Mail: knorton@sandiego.gov Phone: 6195258655
Representative		Ken Norton Phone: 6195258655 E-Mail: knorton@sandiego.gov Phone: 6195258655

EXHIBIT B – Equipment

One (1) rack of equipment located in an equipment shelter.

One (1) Omni Whip antenna (18”).

One (1) reflector (3’).

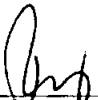
Two (2) Yagi alert antennas (2’ each).

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

- INITIALS: RL & pm, R.
LESSOR GOVERNMENT

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

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:  & 
LESSOR GOVERNMENT

This clause replaces Page 1, Paragraph Number 2 of the GSA form 3517A

552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2008)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government (Lessee), the Lessee may terminate the lease by giving written notice to the Lessor within fifteen (15) calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

INITIALS:

LESSOR

&

GOVERNMENT

(For Leases At or Below the Simplified Lease Acquisition Threshold)	Solicitation Number 13WSW6226C	Dated
---	-----------------------------------	-------

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

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

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business

INITIALS: *GP* & *M.K.*
LESSOR GOVERNMENT

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

- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

(1) Means a small business concern—

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

INITIALS:

LESSOR

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

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

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

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

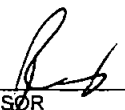
"Women-owned small business concern" means a small business concern—

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

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

(d) Notice.

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

INITIALS:  & 
LESSOR & GOVERNMENT

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

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

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

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

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

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

The Offeror represents that—

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

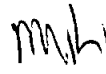
4. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

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

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

- (b) The Contractor represents that—

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

INITIALS:  & 
LESSOR GOVERNMENT

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

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

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

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

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

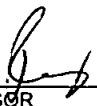
6. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

- (a) *Definitions.*

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

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

INITIALS:  & 
LESSOR GOVERNMENT

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: 95-6000776
☐ 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; ☒ Government entity (Federal, State, or local);
☐ Partnership; ☐ Foreign government;
☐ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-
4; ☐ Corporate entity (tax-exempt); ☐ Other _____

(f) *Common Parent.*

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

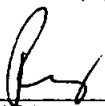
Name _____

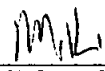
TIN _____

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

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).

INITIALS:


LESSOR


GOVERNMENT

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

8. DUNS NUMBER (JUN 2004)

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

DUNS # _____

9. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

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

- ☐ Registration Active and Copy Attached
- ☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <i>Shelley Redman #1700</i> <i>1200 Third Avenue</i> <i>San Diego, CA 92101</i>	TELEPHONE NUMBER <i>(619)</i> <i>236-</i> <i>6988</i>
	_____ Signature	_____ Date

INITIALS: *RL* LESSOR & *mm/L* GOVERNMENT