

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT DATE

NO. **One (1)**

06/26/2013

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

HSBP-1107-L-OR0B089

ADDRESS OF PREMISES:

San Ysidro (Moody Canyon), 4350 Otay Mesa Rd., San Diego CA.92154 32.561944 N x -117.035278

THIS AGREEMENT, made and entered into this date and between

City of San Diego, Real Estate Division, Lease Number Z715PM/003

whose address is:

1200 Third Avenue, Suite 1700 San Diego, CA. 92101

hereinafter called the Lessor, and the U.S. Government, hereinafter called the Lessee:

WHEREAS, the parties hereto desire to amend the above

San Ysidro (Moody Canyon) Communication Site

City of San Diego Lease Number Z715PM/003, a.k.a U.S. Customs & Border Protection Lease HSBP-1107-L-OR0B089

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective 9/9/2013, as follows:

"The purpose of Supplemental Lease Agreement (SLA) No. One to City of San Diego Lease Number Z715PM/003 a.k.a U.S Customs & Border Protection Lease HSBP-1107-L-OR0B089 is to extend the term of the existing Lease."

Therefore, Paragraph titled "TERM" located on page ^{FIVE 5} ~~four~~ (4) Item 2.1 San Diego Lease Number Z715PM/003 a.k.a U.S Customs & Border Protection Lease HSBP-1107-L-OR0B089 is deleted in its entirety and substituted as follows:

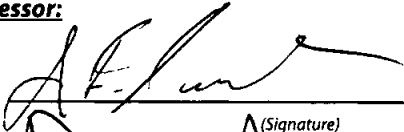
"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 4, 2007 and terminates no later than September 30, 2013 provided adequate funds are made available by Congress for the payment of rentals."

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor:

BY



(Signature)

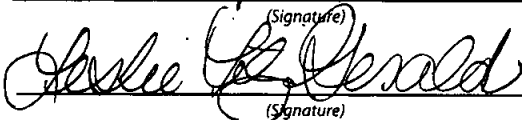
James F. Barwick, CCIM
Director, Real Estate Assets



(Signature)

David A. Sandoval, CCIM
Deputy Director, Real Estate Assets

(Title)



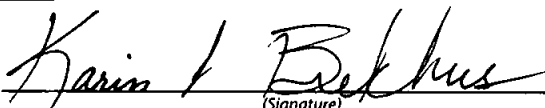
(Signature)

Chief Deputy City Attorney

(Title)

Lessee:

BY



(Signature)

Contracting Officer

(Official Title)

HSBP-1107-L-OR0B089

(Short Form)

HSBP-1112-L-DA00369

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

A. REQUIREMENTS:

2. The Government of the United States of America, by and through U.S. Customs and Border Protection (hereinafter "CBP," "Lessee," or "Government") currently has an existing telecommunications site lease (the "Lease"), with the City of San Diego ("Lessor"), lease file number Z715PM/003 dated April 4, 2007, consisting of space on an existing tower structure and in an existing equipment shelter (the "Premises" or the "Leased Space"), both of which are located at San Ysidro Communications Site, "Moody Canyon", San Diego CA 92173 (the "Site"). The Lease includes a right of entry and access for ingress and egress to the Site. The Site is also commonly known as San Ysidro "Moody Canyon" and its general location is 4350 Otay Mesa Rd, San Diego CA 92173.

The Government desires to continue occupancy & lease said Premises for an additional ten (10) years. The "Premises" or the "Leased Space" will be used by CBP as a communications operations site for the defined purpose in providing a private wireless radio communication signal in support of CBP operations. Once the new U.S. Government Lease for Real Property (Short Form) Lease is fully executed, this new Lease will completely replace the prior Lease.

Attached to this Lease and made part hereof is Exhibit "A," entitled Site Plan, which details overview physical location of the Site, Exhibit "B," entitled Lessee's Equipment, which details the equipment Lessee will place in or on the Leased Premises, Exhibit "C," which identifies service items that will be required to operate Lessee's equipment and the party that will be responsible for paying for the listed services, Exhibit "D," entitled "Additional Terms and Conditions" of the Lease, and Payment Schedule. Incorporated into the Lease Agreement is "Attachment One (1)" which sets out additional Lessor's site requirements and standards. Commencement Date of this Lease is October 1, 2013

3. Initial Offers are Due On or Before Close of Business **Aug 30, 2013**

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA. The Government shall have access to the Leased Premises (site/tower) at all times, including access and use of electrical services and telephone services without additional payment or charge. Please note, Utilities and telephone and other services including maintenance responsibilities which will be provided as outlined in Exhibit "C" of this Lease.

Offerors should also include the following with their offers: The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations'

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

☐ Heat	☐ Trash (removal)	☐ Chilled Water	☐ Janitorial Srv	☐ Tubes Replacement	☐ Window Washing	Note Frequency
☐ Electricity	☐ Water H&C	☐ Air Conditioning	☐ Elevator Srv	☐ Ballast Repl.	☐ Carpet Cleaning	Note Frequency
☐ Power (spec.)	☐ Snow (removal)	☐ Toilet Supplies	☐ Bulb Replacmnt	☐ Painting	Note Areas	Note Frequency

6. OTHER REQUIREMENTS:

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

- A. The Government (Lessee) and the Lessor shall have direct access to the Premises at all times. Lessee will notify Lessor or Lessors designated representative prior to making entry onto the Site. (if required by Lessor)
- B. As provided by the Federal Tort Claims Act 28 USC: 02671) et.seq.), the Government is responsible for damage caused by a negligent act or omission on the part of an employee acting within the scope of his/her employment.
- C. Rent payments shall be processed by the Government for payment in arrears, provided adequate appropriations are provided by Congress for payment of rentals.
- D. In accordance with 31 U.S.C 1341, 41 U.S.C.11 and federal law, the Government's responsibility under this Lease and every article herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
- E. Nothing herein shall require the Government to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee of the Government has the authority in law or the ability in fact to waive certain government rights. e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
- F. Should the Government hold over the expiration of the primary term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants and conditions of this lease provided adequate appropriations are provided by Congress for the payment of rentals.
- G. Representations and Certifications (GSA Form 3518a, pages 9-13 incorporated into this document)
- H. Incorporated into this Lease are Lease Exhibits and Attachments. These Exhibits and Attachments are a part of this Lease insofar as it does not conflict with the terms and conditions of this Lease. If a conflict occurs, the terms and conditions of this Lease will take precedence.
- I. Interference, please refer to Attachment #1 of this lease
- J. The Lessor must have an active registration in the System for Award Management (SAM) (via the Internet at <https://www.sam.gov/portal/public/SAM>) prior to lease award and throughout the life cycle of the Lease. To remain active, the Lessor must update or renew its registration annually. Based on new regulations the Government is unable to process rent payments to Lessors without an active SAM Registration.
- K. The Government will recognize no change of ownership of the leased premises until the new owner notifies the Lessee in writing and registration in the SAM system is complete. (for help with the SAM system please contact the SAM help desk at 1-866-606-8220)

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

8. BASIS OF AWARD

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

PART II - OFFER (TO BE COMPLETED BY OFFEROR | OWNER AND REMAIN OPEN UTIL LEASE AWARD)

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

1. Site Name						2. Location(s) in Building					
San Ysidro Communications Site, "Moody Canyon"											
Site Address						Floor(s)	N/A	Room(s)	N/A		
4350 Otay Mesa Road						SQ.FT.	12	☐ General Office	☒	Tower	
City						Rentable	N/A	☐ Warehouse	☒	Shelter/Vault	
San Ysidro State CA Zip Code 92173						ABOA	N/A	☐ Raw Land Site	☐	Other	
Latitude 32.561944 N X Longitude -117.035278											

B. TERM

3. The term of this Lease is for Ten (10) years with the commencement date of October 1, 2013 and continuing thru September 30, 2023. Either party may cancel this Lease at any time upon one hundred & eighty (180) days' written notice delivered to the other party.
- No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. In addition, the Government may terminate this Lease without further liability any time after the first ninety (90) days after commencement of this Lease due to any technical or safety issues related to the tower, site location, structural failure or any other failure of site equipment, frequency failure, interference or modulation issues which could cause a signal outage or any other issue that may endanger or compromise the integrity of the communication system.
- Additionally, the Lease may terminated at any time without liability to the Government for the following reasons which may include but not limited to (a) non-issuance of required permits or approvals for equipment installation (b) the Leased Premises becomes unsuitable for Lessee's operations (c) governmental regulations (d) default of any covenant, term or condition which is not cured within sixty (60) days of receipt of written notice of default.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month.
- When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date.
- Rent for a period of less than a month shall be prorated.
- A three percent 3% escalator will be applied to the base rent every year starting on the October 1, 2014.

U.S. GOVERNMENT GENERAL TERMS & CONDITIONS (by reference)

1. In accordance with 31 U.S.C § 1341 and 41 U.S.C. § 11 and federal law, Lessee's responsibility under this lease is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
2. Nothing herein shall require the Government to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee of the Government has the authority in law or the ability in fact to waive certain government rights. e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
3. Lessor must have an active registration in the System for Award Management (SAM) via the Internet at <http://www.sam.gov> prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. (Replaced CCR System June, 2012)
4. Any assignment or transfer of this Lease by Lessor requires written approval from Lessee. Lessee will not recognize any such assignment or transfer of this Lease by Lessor in the absence of written approval by Lessee. 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. Any assignment or transfer of this Lease by Lessee, outside of the Federal Government requires written approval from the Lessor
5. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is un-tenantable 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.
6. The Lessor shall maintain the Leased 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.
7. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACTOR AWARDS (Jul 2010)
(Applicable when contract is over \$25,000)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) (Applicable to leases over \$25,000.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Applicable when cost or pricing data are required for work or services over \$650,000.)

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Applicable when the clause at FAR 52.215-10 is applicable.)

FAR 52.219-1 SMALL BUSINESS REPRESENTATIONS (MAY 2004)
(Applicable to Leases exceeding the micro-purchase threshold)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000)

FAR 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)

- FAR 52.219-25 **SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (APR 2008)** (Applicable to Leases exceeding \$550,000)
- FAR 52.219-28 **POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)** (Applicable if Lease exceeds five years and the micro-purchase threshold)
- FAR 52.222-21 **PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)** (Applicable to leases over \$10,000.)
- FAR 52.222-26 **EQUAL OPPORTUNITY (APR 2002)** (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 52.223-6 **DRUG FREE WORKPLACE (MAY 2001)**
- FAR 52.232-23 **ASSIGNMENT OF CLAIMS (SEP 1999)** (Applicable to leases over \$2,500.)
- FAR 52.232-33 **ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACT REGISTRATION (OCT 2003)**
- FAR 52.233-1 **DISPUTES (JUL 2002)**
- GSAR 552.215-70 **EXAMINATION OF RECORDS BY GSA** (applicable if contract is over \$100,000)
- GSAR 552.232.25 **PROMPT PAYMENT (JUN 2011)**

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.

5. Annual Rent \$12,000.00 7. HVAC - O.T. Rate N/A 8. ETF Payment Financial Data on File & Registered with the
Transfer Shall "System for Award Management"
Be Made To: www.sam.com

6. Term Payment \$1,000.00 ☐ Annual ☐ Quarterly ☒ Monthly

9a. Owners Name & Address City of San Diego, Real Estate Division, 1200 Third Avenue, Suite 1700, San Diego, CA. 92101

9b. Owners Ph. No 619-236-6330 10. Type of Interest of Person Signing: ☐ Owner ☒ Management Agent ☐ Other Specify Below

11a. Print Name: James F. Barwick, CCIM 11b. Title of Signee: Director of Real Estate

11c. Signature Field

11d. Date:

9/9/13

PART III - AWARD (To be completed by Government)

- Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) GSA form 3636 containing the Government's General Clauses, Representations and Certifications, & Exhibits A through D, Also included is Attachment 1, defining changes and/or additions made or agreed by you
- Lessor agrees that equipment installed or modified subsequent to the Government's installation shall not interfere with the Government's permitted operations. The Government agrees to make every reasonable effort to cooperate with Lessor and existing and subsequent users to resolve any interference issues.
- Lessor shall submit property ownership evidence in a form acceptable to the Government prior to the execution of this Lease.

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

3a. Contracting Officer:

Karin I. Brekhuis

3b. Signature

Karin I. Brekhuis

3c. Date:

9/9/2013

Preceding Lease

HSBP-1107-L-OR0B089

U.S. Government Lease for Real Property

(Short Form)

Lease Number

HSBP-1112-L-DA00369

EXHIBIT A:

SITE PLAN:



AA

KB

EXHIBIT B: SITE REQUIREMENTS:

Equipment requirements in the Shelter

RACKS

- One (1) 60-inch high rack
- One (1) 90-inch high rack

Equipment requirements on the Tower

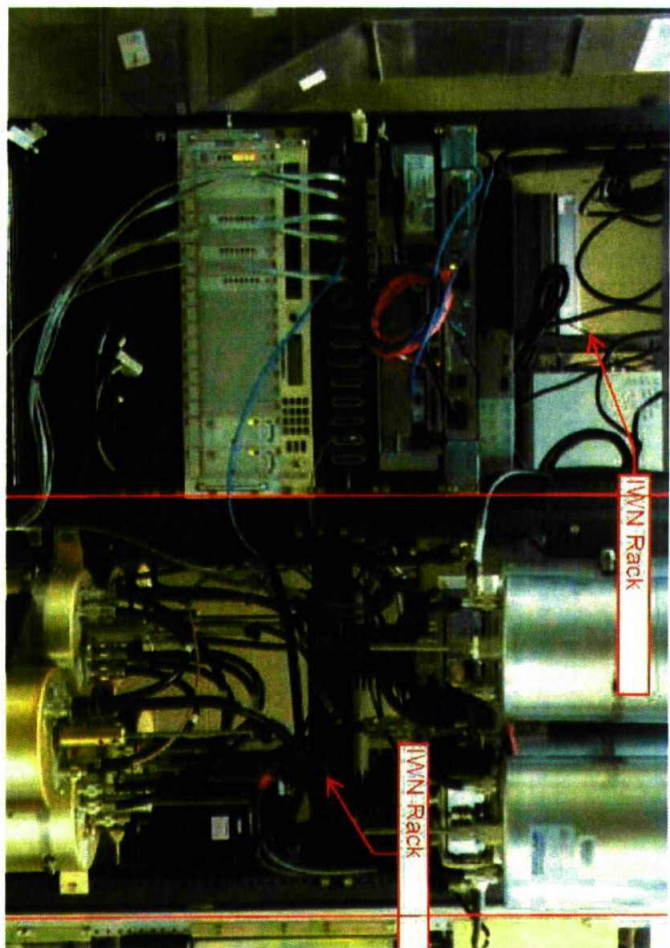
ANTENNAS

- One (1) BA 1010 omnidirectional whip transit antenna
- One (1) BA 1010 omnidirectional whip receive antenna

Equipment on Tower: Two (2) BA 1010 omnidirectional whip antennas.

Equipment in Shelter: Two standard equipment rack 19" x 28" x 72", Two (2) Duplexers, One (1) Data communications line

Other: Use of the site also includes all common infrastructures such as; Emergency Power Generator & UPS



HSBP-1107-L-OR0B089

(Short Form)

HSBP-1112-L-DA00369

EXHIBIT C: MAINTENANCE RESPONSIBILITIES:

Entity Task	Provider		Frequency or Dates Agreed					Other
	Lessor	Government	Weekly	Weekly	Quarterly	Annual		
A. Tower								
Tower Painting	☒	☐	☐	☐	☐	☐	As Required	
Tower Maintenance	☒	☐	☐	☐	☐	☐	As Required	
Tower Repair	☒	☐	☐	☐	☐	☐	As Required	
B. Shelter								
Building Maintenance	☒	☐	☐	☐	☐	☐	As Required	
Bldg. Repair & Replace	☒	☐	☐	☐	☐	☐	As Required	
Pest Control	☒	☐	☐	☐	☐	☐	As Required	
Security	☒	☐	☐	☐	☐	☐	As Required	
C. Grounds								
Ground Maintenance	☒	☐	☐	☐	☐	☐	As Required	
Fence & Gates	☒	☐	☐	☐	☐	☐	As Required	
Parking Lot Maintenance	☒	☐	☐	☐	☐	☐	As Required	
Access Easement	☒	☐	☐	☐	☐	☐	As Required	
Site Right of Ways	☒	☐	☐	☐	☐	☐	As Required	
Trash Removal	☒	☐	☐	☐	☐	☐	As Required	
Snow Removal	☐	☐	☐	☐	☐	☐	N/A	
Ice Bridge Maintenance	☒	☐	☐	☐	☐	☐	As Required	
Environmental Issues	☒	☐	☐	☐	☐	☐	As Required	
Security	☒	☐	☐	☐	☐	☐	As Required	
D. Electrical								
General System Utilities	☒	☐	☐	☐	☐	☐	Ongoing	
Electrical Service & Repair	☒	☐	☐	☐	☐	☐	Ongoing	
Generator System Maintenance	☒	☐	☐	☐	☐	☐	Ongoing	
Generator System Repair	☒	☐	☐	☐	☐	☐	Ongoing	
Generator Testing	☒	☐	☐	☐	☐	☐	Ongoing	
Generator Fuel Refill	☒	☐	☐	☐	☐	☐	Ongoing	
Generator Fuel Tank Repair	☒	☐	☐	☐	☐	☐	Ongoing	
E. HVAC								
Heating Systems & Repair	☐	☐	☐	☐	☐	☐	N/A	
Air Conditioning System & Repair	☒	☐	☐	☐	☐	☐	Ongoing	
Plumbing Systems & Repair	☐	☐	☐	☐	☐	☐	N/A	
F. Other								
Road Maintenance	☒	☐	☐	☐	☐	☐	As Required	
Storm Repair	☒	☐	☐	☐	☐	☐	As Required	
	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐	☐		

Note: All above items on an as-needed basis unless otherwise indicated.

(When Required = WR - Not Available = N/A)

~~HSBP-1107-L-OR0B089~~

(Short Form)

HSBP-1112-L-DA00369

Exhibit D: ADDITIONAL TERMS & CONDITIONS

Notwithstanding anything contained in this Lease, the following terms and conditions shall be deemed incorporated into this Lease and made part of:

Hazardous Materials. The Government, agent or contractor of Government will not cause or permit any hazardous or toxic materials, substances, pollutants or contaminants, including, without limitation, petroleum products, to be unlawfully released onto the leased premises, or unlawfully deposited, discharged or disposed of at the premises and in the event of any unlawful release, deposit or discharge by Government, agent or contractor any hazardous or toxic materials, substances, pollutants or contaminants, the Government shall promptly clean up and removed these substances in accordance with all applicable environmental laws, ordinances and regulations.

Emergency Contact Information:

<u>Please Provide Emergency Contact Information for the Lease Site</u>	Normal Business Hrs	Ken Norton	E-mail knorton@sandiego.gov	Phone:	619-525-8655
	After Hours & Holidays	After Hour Emergencies Desk		Phone:	619-527-7660
		Other	☐	Duty Desk	619-980-2828

PAYMENT SCHEDULE

Escalator Analysis Calculation						
Site		San Ysidro		3.00%		
Lease #		HSBP-11112-L-DA00369				
		Escalator		3.00%		
Note: CBP Fiscal Yr. - Begins in Oct of Calendar YR						
Yr.-In-Term	Year	FY Period	Yearly Rate	Monthly Rate	Quarterly Rate	Change
1	2013	2014	\$12,000.00	\$1,000.00	\$3,000.00	
2	2014	2015	\$12,360.00	\$1,030.00	\$3,090.00	\$360.00
3	2015	2016	\$12,730.80	\$1,060.90	\$3,182.70	\$370.80
4	2016	2017	\$13,112.72	\$1,092.73	\$3,278.18	\$381.92
5	2017	2018	\$13,506.11	\$1,125.51	\$3,376.53	\$393.38
6	2018	2019	\$13,911.29	\$1,159.27	\$3,477.82	\$405.18
7	2019	2020	\$14,328.63	\$1,194.05	\$3,582.16	\$417.34
8	2020	2021	\$14,758.49	\$1,229.87	\$3,689.62	\$429.86
9	2021	2022	\$15,201.24	\$1,266.77	\$3,800.31	\$442.75
10	2022	2023	\$15,657.28	\$1,304.77	\$3,914.32	\$456.04

\$63,709.63

\$137,566.55

Option 1
Option 2
Option 3

REPRESENTATIONS AND CERTIFICATIONS

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

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

The Offeror makes the following Representations and Certifications.

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

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is. **531312**
 (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
 (2) [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) [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.
 (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran owned small business concern.
 (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 -- City of San Diego
 (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:]

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

REPRESENTATIONS AND CERTIFICATIONS

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

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

(Applicable to leases over \$10,000.)

The Offeror represents that --

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

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

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

The Offeror represents that --

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

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005) (Applicable to leases over \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification. (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract impose 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.

REPRESENTATIONS AND CERTIFICATIONS

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

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

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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 Offeror's 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: 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 |
| ☐ 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 : enter parent co. nameTIN : enter TIN no.

REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

(1) An Offeror may obtain a DUNS number --

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-7055711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and zip code.

(iv) Company mailing address, city, state and zip code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

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

Duns Number **826399297**

8. System for Award Management (June 2012)

The System for Award Management (SAM) 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 SAM system prior to lease award. The Offeror shall register via the Internet at <https://www.sam.gov/portal/public/SAM>. To remain active, this Number: 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**

U.S. Government Lease for Real Property

HSBP-1107-L-OR0B089

(Short Form)

HSBP-1112-L-DA00369

REPRESENTATIONS AND CERTIFICATIONS

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

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.

OFFEROR OR AUTHORIZED REPRESENTATIVE

Name James F. Barwick, CCIM - Director of Real Estate Assets

Address 1200 Third Avenue, Suite 1700

City San Diego State CA Zip Code 92101 Phone: 619-236-6330

Country USA

Signature [Signature] Date: 8/9/13

OTHER SIGNATURES:

9c. Lessor Representative

David Sandoval

9d. Phone. No 619 236-5548

10a. Type of Interest of Person Signing: ☐ Owner ☒ Management Agent ☐ Other Specify Below

11e. Print Name:

David A. Sandoval, CCIM

11f. Title of Signee:

David A. Sandoval, CCIM

Deputy Director, Real Estate Assets

Deputy Director, Real Estate Assets

11g. Signature Field

David Sandoval

11h. Date:

8/9/13

9e. Lessor Environmental

This Activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (existing facilities). Myra Herrmann

9f. Phone. No 619 446-5372

10c. Type of Interest of Person Signing: ☐ Owner ☒ Management Agent ☐ Other Specify Below

11i. Print Name:

Myra Herrmann

11j. Title of Signee:

Senior Planner

11k. Signature Field

Myra Herrmann

11L. Date:

8/9/13

9g. Lessor Attorney / Legal Council

Leslie FitzGerald

9 h. Phone. No 619 533-5800

10d. Type of Interest of Person Signing: ☐ Owner ☐ Management Agent ☒ Other Specify Below

11m. Print Name:

Leslie FitzGerald

11n. Title of Signee:

Chief Deputy City Attorney

11o. Signature Field

Leslie FitzGerald

11p. Date:

8/9/13

LESSOR SITE REQUIREMENTS & STANDARDS:

Frequency Interference

(a) Where there are existing radio frequency user(s) on the Property, the Lessor will provide the Lessee with a list of all existing radio frequency user(s) on the Property to allow the Lessee to evaluate the potential for interference. The Lessee represents and warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, 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.

SAN DIEGO, CITY OF

1200 3RD AVE STE 1700

DUNS: 826399297 CAGE Code: 41UR2

SAN DIEGO, CA, 92101-4199 ,

Status: Active

UNITED STATES

Entity Overview**Entity Information**

Name: SAN DIEGO, CITY OF
Doing Business As: REAL ESTATE ASSETS
Business Type: US Local Government
POC Name: Shelley Redman
Registration Status: Active
Expiration Date: 06/12/2014

Exclusions**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

