

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

REQUIREMENTS

- A. The GOVERNMENT of the United States of America is seeking to lease approximately 1 acre of land and extant structures to be used for fire support space, parking of support vehicles, and large trailers.

OFFER

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on May 1, 2016
- C. Name and Address of Owner:
COUNTY OF WASHOE DBA TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT Attention: Charles A.
Moore, Fire Chief
P.O. Box 11130
Reno, NV, 89520
Telephone Number: (775)-326-6000
- D. Owner is a Municipality? X Yes
- E. Owner is _____ a small business _____ a small disadvantaged business _____ a women-owned small business ("Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipts of \$110 million or less for the preceding three fiscal years.).
- F. Name and Title of Person Authorized to sign Offer _____ Owner X Authorized Representative

Name Kitty K. Jung Title: Chair
Signature: [Signature] Date: 5/17/16

AWARD

- G. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- H. Acceptance of offer and award: This lease contract consists of 27 pages, including the following attachments which are incorporated and made a part hereof:

GSA Form 3517 - General Clauses-13 Pages
GSA Form 3518 - Representations and Certifications - 6 Pages

- I. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America:

Signature: [Signature] Date: 6/1/2016
Terry Baker, Contracting Officer

**Reno, Nevada
Truckee Meadows Fire Protection District
Cold Springs Fire Station 220
Bureau of Land Management
Lease Agreement ("Lease Agreement")
LEASE NUMBER L 16PL00011**

WITNESSETH: The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

WHEREAS, the County of Washoe doing business as (dba) Truckee Meadows Fire Protection District is the sole owner of the Leased Premises located at Cold Springs Fire Station 220 at 3405 White Lake Road, Reno Nevada, which includes a "Bay Area" of approximately 1857 square feet of space on the east side of the building generally known as the "Cold Springs Fire Station 220"; as shown on the attached Exhibit and,

WHEREAS, Government desires to lease the 1857 square feet of "Bay Area" on the east side of the Cold Springs Fire Station 220 from District and additional land outside the Station; and,

WHEREAS, District and Government are public agencies as defined at NRS 277.050(1) and District desires to lease to Government, a federal public agency and fire partner for the region, the storage building and grounds for Government's use; and,

WHEREAS, Government and District have engaged in negotiations over the terms and conditions of an agreement allowing Government use of the building and grounds and desire by this Agreement to define their respective rights, duties and liabilities relating to the lease of the Premises; and,

WHEREAS, pursuant to NRS 277.050(5) and (6) District adopted a resolution declaring its intent to lease the aforementioned premises and conducted a properly noticed hearing at which electors of the District were provided the opportunity to object to the lease,

1. AGREEMENT:

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, Cold Springs Fire Station 220, Reno, Nevada ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 1 acre of land and extant structures for GOVERNMENT use including, but not limited to, 1,857 rentable/usable square feet of fire support space on the East side of the Premises as shown on the Exhibit attached to this Agreement, parking of support vehicles, and large trailers located at 3405 White Lake, Reno, Nevada for the operation of its Carson City District Fire Management Program for Wildland firefighting.

Not included in this Lease is the area on the West side of the Station labelled "TMFPD Occupied Space 1,165.5 Square Feet", also shown on the Exhibit.

Initials:


Lessor


Government

**Reno, Nevada
Truckee Meadows Fire Protection District
Cold Springs Fire Station 220
Bureau of Land Management
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Initials:


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Government

2. TERM:

TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the term beginning on **May 1, 2016** and continuing through **April 30, 2036**, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are made in accordance with Public Law 113-235, Consolidated and Further Continuing Appropriations Act, 2015.

- A. GOVERNMENT shall pay LESSOR an annual rent of **\$12,000.00**.
- B. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

4. TERMINATION:

GOVERNMENT and LESSOR both have the following termination rights:

- A. Termination will require 60 days' written notification to the other party.
- B. If this Lease Agreement is terminated, it may only be terminated between October 1 and February 1 of any year.
- C. Said notice shall be computed commencing with the day after the date of mailing.

5. UTILITIES:

- A. GOVERNMENT shall be responsible for electric, propane, water, sewer, telephone and internet services.
- B. GOVERNMENT shall provide trash receptacles and trash removal services.
- C. LESSOR shall provide any and all keys and codes for all locks and access to the Leased Premises.

6. OPERATING COST ADJUSTMENT:

- A. Beginning with the second year of the lease and each year thereafter, GOVERNMENT shall pay adjusted annual rent. The amount of adjustment will be determined by multiplying the current annual rent by the percent of change in the Consumer Price Index (CPI).

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B. The Consumer Price Index (CPI) percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month, which begins each successive 12-month period. For example, a lease which commences in June of 2012 would use the index published for May of 2013, May of 2014, and so on, to determine the percent change. The CPI will be measured by the U.S. Department of Labor revised CPI for Wage Earners and Clerical Workers, U.S. City Average, All Items Figure, (1982-84 =100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the CPI for the month prior to the lease commencement date.

C. In the event of a decrease in the CPI (which is determined in the same manner as an increase) occurring during the term of occupancy under the Lease Agreement, the rent will remain the same as the previous year.

7. MAINTENANCE OF THE LEASED PREMISES:

A. GOVERNMENT accepts, understands and agrees to the Leased Premises in the existing "as is" condition with no expectation of improvements or changes by the LESSOR unless otherwise described herein.

B. GOVERNMENT agrees to maintain the building and grounds in a clean and orderly manner at all times, including, but not limited to removal of weeds and vegetation in and around the building and propane tank.

C. GOVERNMENT agrees to replace and properly dispose of all fluorescent lamps, tubes, and bulbs.

D. GOVERNMENT agrees the Leased Premises shall only be used as/for the purposes of fire protection and safety services, including the storage of vehicles and equipment necessary for the same, and that any other such use shall require an amendment to this Lease Agreement.

E. GOVERNMENT agrees the Leased Premises shall not be used for habitation or housing for any GOVERNMENT employee or subcontractor.

F. **ALTERATIONS:** GOVERNMENT agrees it will not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls without the prior written consent of the LESSOR.

G. **WAIVER OF RESTORATION:** GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs for all the erections, additions, fixtures and improvements made in or upon the Leased Premises which were agreed to by both the GOVERNMENT and the LESSOR.

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Said alterations to the Leased Premises shall become the LESSOR'S property and shall remain upon the Leased Premises without compensation to the GOVERNMENT.

8. HAZARDOUS SUBSTANCE CONTAMINATION:

Government assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous Substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic, or other similar term by any Federal, State, or applicable local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

9. LIABILITY:

GOVERNMENT is responsible for the Leased Premises known as TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, Cold Springs Fire Station 220, located at 3405 White Lake, Reno, Nevada, as determined under and in accordance with this Lease Agreement and the laws of the State of Nevada, but limited by the laws of the United States of America.

GOVERNMENT is liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

10. QUIET ENJOYMENT:

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

11. BENEFITS:

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

12. RELATIONSHIP OF PARTIES:

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

Initials:


Lessor


Government

13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **LESSOR** shall be mailed to:

COUNTY OF WASHOE DBA TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
Attention: Charles A. Moore, Fire Chief
P.O. Box 11130 Reno, NV 89520

Telephone: (775) 326-6000

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management
Terry Baker and Barbra Burns-Fink
National Operations Center Denver Federal Center Building #50, OC651
P.O. Box 25047
Denver, CO 80225-0047

Telephone: Terry (303) 236-9446
Barbra (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

Contracting Officer's Representative: Jonathan Palma: Cell 775-309-7781
Office 775-885-6000

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

14. NOVATION AGREEMENT:

A. If LESSOR consolidates, merges, or otherwise joins with any other entity which results in a transfer of ownership of the Lease Premises, or a change in the LESSOR's legal name, the LESSOR must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

B. Pursuant to Subpart 42.12 of the Federal Acquisition Regulations (FAR), GOVERNMENT requires the execution of a Novation Agreement in the event of LESSOR's transfer of interest, such as through the sale or transfer of the Lease Premises or LESSOR's merger with another entity or change-of-name.

C. When executed on behalf of the GOVERNMENT, a Novation Agreement is made part of the Lease Agreement via a Lease Amendment.

Initials:


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15. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

16. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

AGREED AND EXECUTED as below written:

ATTEST:

LESSOR:

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS


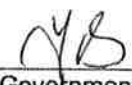
 5/17/16
Kitty R. Jung, Chair Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

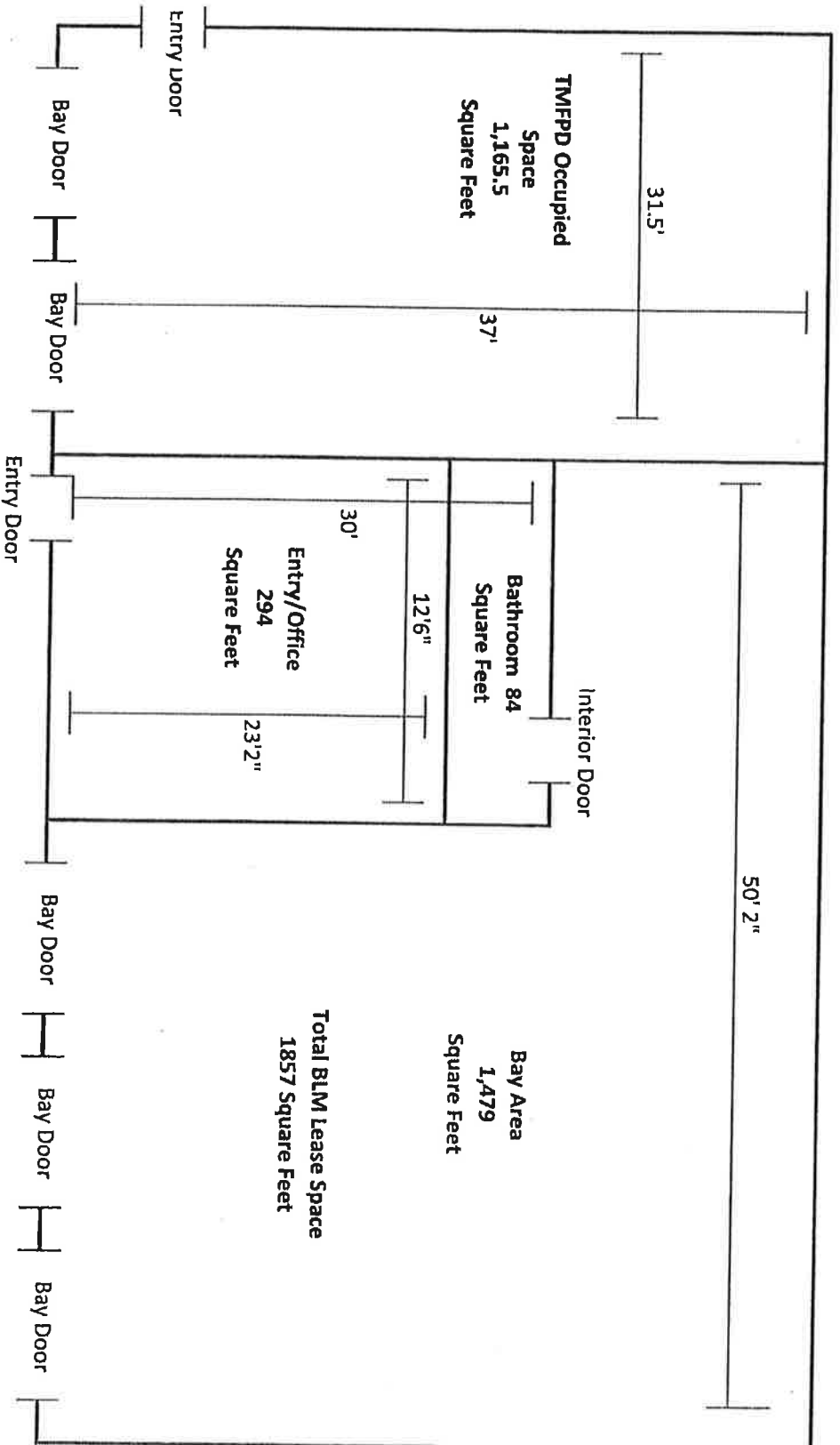
GOVERNMENT:

UNITED STATES OF AMERICA DEPARTMENT INTERIOR
BUREAU OF LAND MANAGEMENT

 6/1/2016
Terry Baker Date
Contracting Officer

Initials:  
Lessor Government

Cold Springs Station Exhibit 04.05.16



GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

THE BELOW STRICKEN CLAUSES, AND THEIR CORRESPONDING TEXT, DO NOT APPLY TO THIS LEASE AGREEMENT, AND ARE HEREBY REMOVED FROM THIS DOCUMENT.

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT INTENTIONALLY OMITTED
	2	552.270-11	SUCCESSORS-BOUND INTENTIONALLY OMITTED
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT INTENTIONALLY OMITTED
	4	552.270-24	STATEMENT OF LEASE INTENTIONALLY OMITTED
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY INTENTIONALLY OMITTED
	6	552.270-26	NO-WAIVER INTENTIONALLY OMITTED
	7	552.270-27	INTEGRATED AGREEMENT INTENTIONALLY OMITTED
	8	552.270-28	MUTUALITY OF OBLIGATION INTENTIONALLY OMITTED
PERFORMANCE	9		DELIVERY AND CONDITION INTENTIONALLY OMITTED
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY INTENTIONALLY OMITTED
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT INTENTIONALLY OMITTED
	13		FIRE AND CASUALTY DAMAGE INTENTIONALLY OMITTED
	14		COMPLIANCE WITH APPLICABLE LAW INTENTIONALLY OMITTED
	15	552.270-12	ALTERATIONS INTENTIONALLY OMITTED
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY INTENTIONALLY OMITTED
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT

INITIALS:

LESSOR

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	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS (APPLICABLE TO LEASES OVER \$3,000.-) INTENTIONALLY OMITTED
	20	552.270-20	PAYMENT INTENTIONALLY OMITTED
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT INTENTIONALLY OMITTED
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES INTENTIONALLY OMITTED
	25	52-223-6	DRUG-FREE WORKPLACE INTENTIONALLY OMITTED
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S) INTENTIONALLY OMITTED
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY INTENTIONALLY OMITTED
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA INTENTIONALLY OMITTED
	29	552.270-13	PROPOSALS FOR ADJUSTMENT INTENTIONALLY OMITTED
	30	CHANGES	INTENTIONALLY OMITTED
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA INTENTIONALLY OMITTED
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION INTENTIONALLY OMITTED
DISPUTES	33	52.233-1	DISPUTES
LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APPLICABLE TO LEASES OVER \$10,000.-) INTENTIONALLY OMITTED
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION INTENTIONALLY OMITTED
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (APPLICABLE TO LEASES OVER \$100,000.-) INTENTIONALLY OMITTED

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	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APPLICABLE TO LEASES OVER \$15,000.) INTENTIONALLY OMITTED
	39	52.222-37	EMPLOYMENT REPORTS VETERANS INTENTIONALLY OMITTED
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APPLICABLE TO LEASES OVER \$30,000.) INTENTIONALLY OMITTED
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA INTENTIONALLY OMITTED
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS INTENTIONALLY OMITTED
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN INTENTIONALLY OMITTED
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN INTENTIONALLY OMITTED
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS INTENTIONALLY OMITTED

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 (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;


(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

INITIALS:


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17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record "Active".

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) 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.

INITIALS:

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GOVERNMENT

(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).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date—

(1) *Rental payments. Unless otherwise specified in the Lease, rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.*

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

INITIALS:


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GOVERNMENT

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

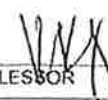
(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

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- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
- (iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer. The Contracting Officer and Lessor shall work together to determine a solution to remedy the overpayment.

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither

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exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

33. 52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

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(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

34. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

(a) *Definitions.* As used in this clause--

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a

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violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (v) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

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(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

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Heckman, Stephen <sheckman@blm.gov>

Cold Springs, Reno, NV fire station lease

Palma, Jonathan <jjpalma@blm.gov>

Tue, Jun 7, 2016 at 12:35 PM

To: "Heckman, Stephen" <sheckman@blm.gov>

Year Round 1-3 employees

Seasonally May - October 10 employees

10 parking spaces with additional overflow dirt lot.

On Tue, Jun 7, 2016 at 10:08 AM, Heckman, Stephen <sheckman@blm.gov> wrote:

Hi Jonathan,

I am updating FBMS with details on the Cold Springs fire station 220 lease and need some additional information. Can you tell me how many BLM employees will be occupying this space, as well as approximately how many parking spaces are available to BLM?

Thanks,

Stephen G. Heckman

Leasing Specialist

Contractor, ADC Management Services

Bureau of Land Management

National Operations Center, OC-651

Denver Federal Center Building 50

Email sheckman@blm.gov

Phone (303) 236-6654

Jonathan Palma
Assistant Fire Management Officer
Carson City BLM
Cell: (775) 309-7781
jjpalma@blm.gov

REPRESENTATIONS AND CERTIFICATIONS
(Acquisition of Leasehold Interests in Real Property)

**LEASE
NUMBER**
L16PL00011

Dated: 6/11/2016

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 (OCT 2014)

(a) *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 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 (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"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.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 531190

(2) The small business size standard is \$17.5 Million

(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.

(c) *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 (c)(1) of this provision.]* The offeror represents 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 (c)(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 (c)(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 (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program 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 concern eligible under the WOSB Program in (c)(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 (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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 (c)(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 (c)(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 (c)(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 (c)(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.

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

2. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

"Common Parent" as used in this solicitation 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 solicitation provision, means the number required by the 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 BLM to collect and report on any delinquent amounts arising out of the Offeror's relationship with the BLM (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: 38-3856902
- * ☐ 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; Not a corporate entity;
- * ☐ 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: _____

3. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) 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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

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

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

4. OFFEROR'S DUNS NUMBER (APR 1996)

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 #

006811244

5. SYSTEM FOR AWARD MANAGEMENT

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 SAM prior to lease award. The Offeror shall register via the internet at <https://www.sam.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

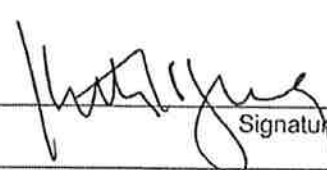
Registration is active

Yes ☒

No ☐

Will Register ☐

If registered, enter date registered: 02-24-16

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)  Signature	Telephone Number <u>05-17-16</u> Date
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