

Commander,
Naval Facilities Engineering Systems Command, Atlantic
6506 Hampton Boulevard
Norfolk, VA 23508-1278

Solicitation for Offers (SFO) LI-13860
Contract # N62470-23-RP-00001

**Furnished Housing Units For
Unaccompanied Transient Military Personnel
SUPSHIP Newport News, Virginia**

November 30, 2022



MATTHEW D. KURTZ

Real Estate Contracting Officer

This Solicitation for Offers (SFO) LI-13860 includes

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|--|--------------------|
| Solicitation | 14 Pages |
| Offer Form | Enclosure 1 |
| Delineated Area Map | Enclosure 2 |
| U.S. Government Lease for Real Property | Enclosure 3 |
| Representations and Certifications Form | Enclosure 4 |
| General Clauses | Exhibit A |
| Minimum Specifications for Housing Units | Exhibit B |
| Housing Unit Furnishings – Minimum Requirements | Exhibit C |

OFFERS TO BE SUBMITTED BY: February 1, 2023 12:00 PM EST

Questions about this SFO can be addressed in writing to the Real Estate Contracting Officer (RECO) at the address above and should be marked "Contract # N62470-23-RP-00001 LI-13860 Attn: RE-DES" or contact the designated representative Doug Story at 757-322-4910. Questions should be simultaneously submitted by e-mail to douglas.e.story5.civ@us.navy.mil.

NOTE: All offerors are advised to complete registrations at <http://www.sam.gov> and <http://www.dnb.com> several business days before submitting the offer. Early offers are welcome.

Solicitation for Offers (SFO) LI-13860
Furnished Housing Units For
Unaccompanied Transient Military Personnel
SUPSHIP
Newport News, Virginia
November 30, 2022

1. **Purpose.** United States Navy (USN) seeks to lease fully furnished apartments under the authority of 10 USC 8772 to house unaccompanied transient military personnel assigned to the Supervisor of Shipbuilding, Conversion and Repair, Newport News, VA for various periods of time. This solicitation is intended to meet the various unaccompanied housing requirements in or near Newport News, Virginia area for a five year period. Occupancy will begin after leases are awarded and executed. Initial occupancy dates are estimated to begin in March 1, 2023 and then further units may be leased for various occupancy dates through 5 years (**March 1, 2023 thru March 1, 2028**).

The total requirement is housing for 1,000 personnel at any one time. Initial request for apartments in the March 1, 2023 time frame. The number of apartments needed will be determined based on unit configuration.

2. **Requirements.** The requirements listed in this paragraph represent the minimum necessary for award. Failure of a proposal to meet any of these requirements, will result in rejection of the proposal. Prior to the completion of the evaluation, Government representatives may physically inspect a sample of each style/type.

A. Location Requirements.

- i. The property must be located within the delineated area shown on the Enclosure (2);
- ii. At the sole judgement of the Government, the property must be in a location with factors conducive to living a good quality of life. Said factors include, but are not limited to:
 - a) General aesthetics, and overall maintenance of the facility which shall be free of backlogged maintenance items and grounds are maintained;
 - b) Exterior maintenance of the property and of the neighborhood surrounding the units offered are clean and shall be free of backlogged maintenance items, and grounds are maintained;
 - c) General security of the facility and parking areas, which shall possess operable lighting and secure access;

- d) Managements' attentiveness to issues brought forward by the Government (if prior NAVY leasing has occurred at the facility);

B. Facility requirements. A unit is defined as a complete dwelling; consisting of two or three bedrooms, at least one full bath (three bedroom units require two bathrooms), a living area, a kitchen, and a dining area.

- i. Unit configuration must be one of the following: 2Bed/1Bath; 2Bed/1.5Bath; 2Bed/2 Bath; 2Bed/2.5Bath; 3Bed/2Bath; 3Bed/2.5Bath; 3Bed/3Bath.
- ii. Each unit must have a private entrance and be arranged so that the common spaces can be entered without passing through bedrooms.
- iii. Two bedroom units must have at least one (1) full bath; three bedroom units must have at least two (2) full baths. Shower curtain with hooks and shower liner shall be provided for the shower. Shower doors are acceptable. Shower is acceptable in place of a bathtub.
- iv. Specific furniture, appliance and household furnishing requirements shall be as shown on Exhibits "B" and "C" to the Lease. Furniture shall be capable of being used for its intended purpose. Additionally furniture shall possess no broken components, no tears, no rips, no worn through finishes, and be clean.
- v. Kitchen appliances shall include a stove-top and oven, microwave oven, dishwasher and a frost-free refrigerator of at least 14 Cubic Feet (2 Bedrooms) or 15 Cubic Feet (3Bedrooms), with two ice-cube trays or an ice maker.
- vi. Venetian blinds, mini-blinds and/or shades shall be provided on all windows; and draw drapes or vertical blinds for all patio doors. All windows must lock. Any window that is capable of opening must have tight screens to keep insects out.
- vii. Carpeting in the living room, and bedrooms, if applicable, must cover eighty-five percent (85%) of the floor area of each room. Resilient, tile, wood, or engineered flooring is acceptable.
- viii. All light fixtures and lamps must contain light bulbs with a minimum rating of 60 watts unless otherwise indicated by the Underwriters Laboratories (UL) rating of the fixture.

- ix. Each unit must be equipped with a functioning smoke detector and carbon monoxide detector throughout the term of the lease.
- x. Facility must provide a minimum of one (1) parking space per bedroom at no additional cost.
- xi. Each unit must have a built in washer and dryer.
- xii. Facility must comply with Uniform Federal Accessibility Standards (UFAS).

C. Security requirements. Facilities must meet security standards as required by UFC 4-010-01, Change 1, 19 August 2020 that states the security standards established by the Department of Homeland Security's Interagency Security Committee (ISC) in The Risk Management Process for Federal Facilities shall apply to all off-installation leased space managed by DOD. In accordance with these ISC standards, the NAVY will conduct a security survey for each dwelling offered and determine a risk rating. The NAVY will determine from that risk rating if the property is acceptable or unacceptable. Offers must receive an acceptable security risk rating from the NAVY in order to be eligible for award.

D. Delivery Requirement. Ability to meet the Government's immediate housing needs of occupancy on March 1, 2023

- 3. Offers.** Offers for leasing fully furnished apartment units that meet the specifications listed in the above Paragraph 2 (Requirements), including Exhibits "B" and "C" (attached) are requested to be submitted either by mail or email to:

Commander
 Naval Facilities Engineering Systems Command, Atlantic
 ATTN: RE-DES (LI-13860)
 6506 Hampton Boulevard
 Norfolk, VA 23508-1278
 douglas.e.story5.civ@us.navy.mil

Facsimile submittals are not accepted. Offers must be received no later than 12:00 p.m. Eastern Standard Time on February 1, 2023. The Government reserves the right to use offers resulting from this SFO to fill additional future needs until March 1, 2028. Accordingly, rental rates should be offered for each year of possible award and must be valid for a 12 (twelve) month lease term. Regardless of the date of actual occupancy, the rental rate for the first year of possible award will be used at the time the Lease is executed.

4. **How to Offer.** Offer should be in the form of a letter along with the offer form that provides:

- I. Name and location of property proposed to be leased;
- II. List of all buildings on the property, and the total number of apartment units in each building;
- III. Offers of sub-leases must be accompanied by a complete and legible copy of the prime lease;
- IV. Total number of parking spaces to be allocated to the Government for each unit leased;
- V. Name(s), titles(s) and telephone number(s) of person(s) authorized to negotiate and execute any leases, with evidence of that authority;
- VI. Unit descriptions (# bedrooms, # baths, # maximum occupants), number of apartment units being offered, and when the units are available;
- VII. Rental rate for each of the five (5) years beginning at the lease occupancy date of March 1, 2023
- VIII. A floor plan with room dimensions, overall square footage and location of all appliances for each apartment offered;
- IX. Evidence of the offeror's ability to meet all specifications, provisions, clauses, terms, and conditions of this solicitation and lease;
- X. Confirmation of registration with System for Award Management (SAM) database;
- XI. Completed Representations and Certifications Form, Enclosure (4). This form must be signed by the offeror, or an authorized representative, of the property offered;

Enclosure (1) is the Offer Form Spreadsheet. The Offer Form Spreadsheet, along with the floor plan and the confirmation of ability documents referenced above in Paragraph 4 (How to Offer), must be used to supply the required information to make the offer. Complete the attached Offer Form Spreadsheet **electronically**. Each different unit type offered must be on a different tab of the spreadsheet.

Address general inquiries to:

Mr. Doug Story
Naval Facilities Engineering Systems Command, Atlantic
ATTN: RE-DES
6506 Hampton Boulevard
Norfolk, VA 23508-1278
Telephone (757) 322-4910
Email: douglas.e.story5.civ@us.navy.mil

5. Price Evaluation Process:

- a) Available units will be identified from the offers meeting all requirements listed in Paragraph 2 (Requirements) above, including Exhibits "B" and "C" (attached). Government representatives may inspect a sample of each unit.
- b) Price will be evaluated separately for each unit type based on the number of bedrooms being offered, (i.e. 2Bed/1Bath = 2Bed/1.5Bath = 2Bed 2Bath will be evaluated against each other). Price for the particular type/style of unit(s) being evaluated will be determined as the Yearly Average Cost Per Bedroom over the five (5) year period, and will be computed as follows for the purpose of rent evaluation; The proposed yearly rental rate for each of the five (5) years for the lease will be summed and divided by five (5); the result determines an average yearly rental over a five (5) year term which will then be divided by the number of bedrooms per unit to determine a yearly cost per bedroom. Units with the same bedroom count will be compared against one another to identify the lowest average cost per bedroom.

6. Basis of Award:

- ☒ Lowest Price Technically Acceptable. Offers meeting the requirements of the solicitation with the lowest average rental per bedroom for each unit configuration for all five years as outlined in Paragraph 5.

The Government reserves the right to reject any and all offers. Offers must meet the Minimum Requirements outlined in Paragraph 2 above in order to be considered for award. Offers meeting the minimum requirements will be evaluated based upon Price and minimum Technical Factors. Offers that meet the Minimum Requirements outlined in Paragraph 2 along with Exhibit B and Exhibit C and with the lowest price will be selected for award.

The following minimum requirements will be evaluated for offerors determined to be eligible for award: Location, Unit/Room Configuration, and Physical Condition of the Property.

- 7. Description of Lease and Execution Requirement.** Within seven (7) days following award, the successful offeror (s) will be required to formally execute the lease on a Standard Form 2, Enclosure (3), with the General Clauses attached as Exhibit "A"; Minimum Specifications for Housing Unit as Exhibit "B"; and Housing Unit Furnishings – Minimum Requirements as Exhibit "C." Payment of rent shall be in arrears. Although the Government plans to lease for an

initial period of one (1) year with an option for the Government to renew for four (4) additional periods of one (1) year or a portion thereof, the required time frame cannot be firmly established. The Government shall retain the right to terminate each lease in whole or in part at any time, without cause, by giving at least thirty (30) days written notice to the lessor.

8. Standard Conditions:

- I. The offeror/lessor must have an active registration in the System for Award Management (SAM) formerly Central Contractor Registration (CCR) Vendor Registration) via the Internet at <http://sam.gov> prior to lease award and throughout the life of the lease. The lessor must update or renew registration annually and provide evidence of renewal to the Government. The Government will not process rent payments to lessors without an active SAM Registration. The Government only recognizes changes of ownership of the leased premises after the new owner registers in the SAM system. Additionally, both new and old owners must comply with the procedures established by FAR 42.12 before the Government will recognize a change in ownership.
- II. Award of this lease contract and all agreements related to the obligation of the Government to make payments pursuant to the award of this lease contemplated in this SFO are subject to the U.S. law and the availability of appropriations. Award of any lease contract under this SFO is contingent upon availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Government under this SFO or for any payment may arise until funds are made available to the Real Estate Contracting Officer for a lease contract and until the offeror receives notice of such availability, to be confirmed in writing by the Real Estate Contracting Officer.
- III. In the event sufficient funds are not made available, the Government may not make an award under this SFO. The Government reserves the right to cancel this solicitation without award.
- IV. 52.233-2 – SERVICE OF PROTEST (Sept. 2006)
 - i. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Real Estate Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Mr. Doug Story

Naval Facilities Engineering Systems Command, Atlantic
ATTN: RE-DES
6506 Hampton Boulevard
Norfolk, VA 23508-1278
Telephone (757) 322-4910
Email: douglas.e.story5.civ@us.navy.mil

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

V. 552.270-3 – PARTIES TO EXECUTE LEASE (2011)

- i. If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ (insert name of firm)."
- ii. If the lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.
- iii. If the lessor is a partnership, the lease shall be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- iv. If the lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.
- v. If the lease is executed by an attorney, agent, or trustee on behalf of lessor, an authenticated copy of his power of attorney or other evidence to act on behalf of the lessor, shall accompany the lease.

VI. 552.270-1 – INSTRUCTIONS TO OFFERORS-ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

- i. Definitions. As used in this provision-

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Real Estate Contracting Officer discretion, result in the offeror being allowed to revise its proposal.

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

“Proposal modification” is a change to a proposal made after the solicitation closing date, at the request of as allowed by a Real Estate Contracting Officer as the result of negotiations.

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

- ii. Amendments to Solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- iii. Submission, modification, revision, and withdrawal of proposals.
 - a) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:
 - 1) Submitted on the forms prescribed and furnished by the government as a part of this Solicitation or on copies of those forms, and
 - 2) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offer is a partnership, the names of the partners composing the firm must be included with the offer.
 - b) Late proposals and revisions.
 - 1) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
 - i. It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of

offers (e.g., an offer submitted in response to solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

- ii. It was sent by mail (or telegram or facsimile, if authorized) or hand carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
 - iii. It was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 PM at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.
 - iv. It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry of the Government infrastructure not later than 5:00 PM one working day prior to the date specified for receipt of proposals.
 - v. There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and the Real Estate Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
 - vi. It is the only proposal received.
- 2) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (iii) (a) through (iii) (b) (vi) of this provision.
- 3) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent, either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date on the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. “Postmark” means a printed, stamped or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a

- legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- 4) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - 5) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the post mark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in subparagraph (iii) (b)(3) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - 6) Notwithstanding subparagraph (iii)(b)(1) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - 7) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative if the representative's identity is made known and the representative signed a receipt for the proposal before award.
 - 8) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed extended to the same time of day specified in the solicitation on the first work day of which normal Government processes resume. If no time is specified in the

solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

- c.) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offeror, if that information is necessary in submitting offers or in the lack of it would be prejudicial to any other prospective offeror.
- d.) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct mistake at any time before award.
- e.) Offerors may submit revised proposals only if requested or allowed by the Real Estate Contracting Officer.
- f.) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

iv. Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or use by the Government except for evaluation purposes, must meet both of the following conditions:

- a. Mark the title page with the following legend:

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

- b. Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

v. Lease award.

- a. The Government intends to award a lease resulting from this solicitation to the responsible offeror(s) whose proposal is technically acceptable and offers the lowest cost to the Government.
- b. The Government may reject any or all proposals if such action is in the Government's interest.

- c. The Government may waive informalities and minor irregularities in proposals received.
- d. The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best price and clearly indicate how it meets all the technical requirements. The Government reserves the right to conduct discussions if the Real Estate Contracting Officer later determines them to be necessary. If the Real Estate Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Real Estate Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- e. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- f. The Government may determine that a proposal is unacceptable if the price proposed is materially unbalanced between line terms or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Real Estate Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- g. The execution and delivery of the Lease contract by the Government establishes a valid award and contract.
- h. The Government may disclose the following information in post-award debriefings to other offerors:
 - 1) The overall evaluated cost or price and technical rating of the successful offeror;
 - 2) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
 - 3) A summary of the rationale for award.

vi. Post award. A depreciation schedule for any carpet, and a pricing schedule for typical minor repairs that would be charged if necessitated by damages during

occupancy, shall be provided by the successful offeror within seven (7) days following full execution of Standard Form 2, Enclosure (3). The successful offeror shall also provide within fifteen (15) business days following full execution of Standard Form 2, Enclosure (3), proof of insurance obtained in accordance with Exhibit A, General Clauses of the Lease.

vii. Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

| SOLICITATION FOR OFFERS (SFO) LI- 13860 N62470-23-RP-00001 | | CONTRACT # MINIMUM REQUIREMENTS |
|--|-------------|---|
| INSERT PROPERTY NAME | | |
| NOTE: The requirements listed in this paragraph represent the minimum necessary for award. Failure of a proposal to meet any of these requirements, will result in rejection of the proposal. | | |
| Requirement: | Met/Not Met | Supporting Information |
| A. Location Requirements: | | |
| i. The property must be located within the delineated area shown on the Enclosure (2); | | |
| At the sole judgement of the Government, the property must be in a location with factors conducive to living a good quality of life. Said factors include, but are not limited to: | | |
| a) General aesthetics, and overall maintenance of the facility which shall be free of backlogged maintenance items and grounds are maintained; | | |
| b) Exterior maintenance of the property and of the neighborhood surrounding the units offered are clean which shall be free of backlogged maintenance items, and grounds are maintained; | | |
| c) General security of the facility and parking areas, which shall possess operable lighting and secure access; | | |
| d) Managements' attentiveness to issues brought forward by the Government (if prior Navy leasing has occurred at the facility); | | |
| Requirement: | Met/Not Met | Supporting Information |
| B. Facility Requirements: | | |
| i. Unit configuration is one of the following: 2Bed/1Bath; 2Bed/1.5Bath; 2 Bed/2 Bath; 3Bed/2Bath; | | Insert how many units of each type offered. |
| ii. Each unit must have a private entrance and be arranged so that the common spaces can be entered without passing through bedrooms. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| iii. Two bedroom units must have at least one (1) full bath; three bedroom units must have at least two (2) full baths. Shower curtain with hooks and shower liner shall be provided for the shower; Shower doors are acceptable. Shower is acceptable in place of a bathtub. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| iv. Specific furniture, appliance and household furnishing requirements shall be as shown on Exhibits "B" and "C" to the Lease. Furniture shall be capable of being used for its intended purpose. Additionally furniture shall possess no broken components, no tears, no rips, no worn through finishes, and be clean. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| v. Kitchen appliances shall include a stove top and oven, microwave oven, dishwasher and a frost-free refrigerator of at least 14 CF, with two ice-cube trays or an ice maker. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| vi. Venetian blinds, mini-blinds and/or shades shall be provided on all windows; and draw drapes or vertical blinds for all patio doors. All windows must lock. Any window that is capable of opening must have tight screens to keep insects out. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| vii. Carpeting in the living room, and bedrooms, if applicable, must cover eighty-five percent (85%) of the floor area of each room. Resilient, tile, wood, or engineered flooring is acceptable. | | Describe. Note - Government will physically inspect the property to make its own determination. |

| | | |
|---|--------------------|---|
| viii. All light fixtures and lamps must contain light bulbs with a minimum rating of 60 watts unless otherwise indicated by the Underwriters Laboratories (UL) rating of the fixture. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| ix. Each unit must be equipped with a functioning smoke detector and carbon monoxide detector throughout the term of the Lease. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| x. Facility must provide a minimum of 1 parking space per bedroom at no additional cost. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| xi. Unit must have built in washer and dryer. | | Describe. Note - Government will physically inspect the property to make its own determination. |
| i. Facility must comply with Uniform Federal Accessibility Standards (UFAS) | | |
| Requirement: | Met/Not Met | Supporting Information |
| C. Security Requirements. | | |
| Facilities must meet security standards as required by UFC 4-010-01, Change 1, 19 August 2020 which states the security standards established by the Department of Homeland Security's Interagency Security Committee (ISC) in The Risk Management Process for Federal Facilities shall apply to all off-installation Leased space managed by DoD. In accordance with these ISC standards, the Navy will conduct a security survey for each dwelling offered and determine a risk rating. The Navy will determine from that risk rating if the property is acceptable or unacceptable. Offers must receive an acceptable security risk rating from the Navy in order to be eligible for award | | Describe. Note - Government will physically inspect the property to make its own determination. |
| Requirement: | Met/Not Met | Supporting Information |
| D. Delivery Requirement. | | |
| Ability to meet the Government's immediate housing needs of occupancy by March 2023. | | |

SOLICITATION FOR OFFERS
LI-13860
Contract # N62470-23-RP-00001



The delineated area includes Newport News, Hampton and York County northward to Route 105 extended from Fort Eustis to the York River (upper map) and Isle of Wight County from the south end of the James River Bridge on the north, Route 17 (entrance must front Rte. 17), and Route 258 on the south (entrance must front Rte. 258), Chuckatuck Creek from Rte. 17 to the James River on the east and Jones Creek from Rte. 258 to the James River on the west (lower map).



**US GOVERNMENT LEASE
FOR REAL PROPERTY**

File Number: **XXX**
DUNS: **XXX (UEI)**
CAGE: **XXX**
TIN: **XXX**

Date of Lease: **XXX**

Lease Number: **XXXX**

THIS LEASE, made and entered into this date by and between:

Whose address is:

And whose interest in the property hereinafter described is that of: **LESSOR**

Hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:
Witnesseth: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The LESSOR hereby leases to the GOVERNMENT the following described premises which are to be used for government purposes:
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **(Date)**, **through (Date)**; subject to termination and renewal rights as may be hereinafter set forth.
3. The GOVERNMENT shall pay the LESSOR rent \$_____ at the rate of \$_____ per month in arrears. Rent for a lesser period shall be prorated. Rent Electronic Funds Transfer shall be made payable to:
4. The GOVERNMENT may terminate this lease IN WHOLE OR IN PART at any time by giving at least 30 days notice in writing to the LESSOR, notice being effective the date of mailing or facsimile transmission and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. The lease may be renewed at the option of the GOVERNMENT, for the following terms:

Provide notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term, notice being effective the date of mailing or facsimile transmission; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

Accounting Data:

Document Number
\$

Lease Number
XXX

File Number
XXX

6. The LESSOR shall furnish to the GOVERNMENT, as part of the rental consideration, the following:
- a. All utilities, including heat, electricity, gas, hot and cold water, sewage services, garbage and trash removal, snow removal, lawn maintenance, central air conditioning.
 - b. Services and facilities available to the tenants of the Lessor shall also be provided to the occupant(s) of the premises leased herein.
 - c. Move-out cleaning, including any applicable carpet cleaning, to be at the expense of the Lessor.
7. The following are attached and made a part hereof:
- Exhibit "A", General Clauses
 - Exhibit "B", Minimum Specifications for Dwelling Units.
 - Exhibit "C", Dwelling Unit Furnishings – Minimum Requirements.
8. The following changes were made in this lease prior to its execution:

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

LESSOR:

By: _____
Signature Title Date

In Presence of:

Signature Title Date

UNITED STATES OF AMERICA:

By: _____
Signature Title Date

| | | |
|--|--|-----------------------------------|
| REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property) | Solicitation Number SFO LI-13860 Contract # N62470-23-RP-00001 | Dated November 30, 2022 |
|--|--|-----------------------------------|

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 defined on Exhibit "A" Page 3, not an agent or representative representing the Offeror.

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

.. INITIALS: _____ & _____
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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 in reference to the WOSB concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the Offeror represented itself as a women-owned small business 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 in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (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.*

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LESSOR GOVERNMENT

- (9) *[Complete only if the Offeror represented itself as a disadvantaged business concern in paragraph (c)(2) of this provision.]* The Offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(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. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it ☐ is a women-owned businessconcern.

.. INITIALS: _____ & _____
LESSOR GOVERNMENT

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

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

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject 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.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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

The Offeror represents that—

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

**5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER
ANY FEDERAL LAW (DEVIATION) (APR 2012)**

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

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

- (b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

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6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) The Offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on

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its behalf in connection with the awarding of this contract.

- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

8. **52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks "have", the Offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required.

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A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

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

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

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

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

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

(e) *Type of organization.*

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

(f) *Common Parent.*

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

Name _____

TIN _____

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LESSOR GOVERNMENT

10. 52.204-7– SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) *Definitions.* As used in this provision –

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that –

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial 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;
- (2) The Offeror has completed the Core, Assertions, Representations and Certifications, 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; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

- (1) An Offeror is required to be registered in SAM when submitting an offer, and shall continue to be registered until time of 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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier 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 unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.

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LESSOR GOVERNMENT

- (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation. See <https://www.acquisition.gov> for information on registration.

11. SYSTEM FOR AWARD MANAGEMENT ACKNOWLEDGMENT

The System for Award Management (SAM) 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 database prior to submitting any offer in response to this solicitation. 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 Active and Copy Attached

12. UNIQUE ENTITY IDENTIFIER AND COMMERCIAL AND GOVERNMENT ENTITY CODE

Notwithstanding the above instructions, in addition to inserting the Unique Entity Identifier (also known as the Data Universal Numbering System (DUNS) number) on the offer cover page, the Offeror shall also provide its Unique Entity Identifier and Commercial and Government Entity (CAGE) code as part of this submission:

Unique Entity Identifier (Formerly DUNS Number) _____

Commercial and Government Entity (CAGE) code _____

13. ENVIRONMENTAL CERTIFICATIONS

(a) ASBESTOS REPRESENTATION

The Offeror represents and certifies as part of its offer that the space offered for lease, common building areas, ventilation systems and zones serving the space offered, and above the suspended ceilings and engineering space in the same ventilation zones as the space offered:

- (1) ☐ Does, ☐ does not include asbestos-containing material (ACM). ACM as used in this provision is defined as any materials with a concentration of 1 percent or greater by dry weight of asbestos fibers.
- (2) If any of the above areas include ACM, please indicate whether the materials are:
 - i. Friable ☐ Yes ☐ No
 - ii. Non-friable, in good conditions, and located in a place where they are not likely to be disturbed during the term of any ensuing lease contract ☐ Yes ☐ No
 - iii. In a solid matrix, already in place, and in good condition ☐ Yes ☐ No

INITIALS: _____ & _____
LESSOR GOVERNMENT

(b) RADON CERTIFICATION

- (1) The Offeror certifies as part of its offer that the portion of the space proposed for lease or acquisition by the Government which is in contact with the ground or closest to the ground (i.e., its space offered is on floors 4 through 8, certification is required for the 4th floor only) has been measured for radon. Radon detectors were placed throughout the required area to ensure each detector covered no more than 2,000 square feet of space. Radon analysis were performed by a laboratory successfully participating in the Environmental Protection Agency-sponsored Radon Measurement Proficiency Program. The highest radon level was found to be:

- ☐ Below 4 picocuries per liter (pCi/l)
☐ 4 pCi/l or greater, but less than 200 pCi/l
☐ 200 pCi/l or greater

(2) The highest radon level measured was _____.

(3) The measured method used was _____.

(c) PCB CERTIFICATION

The Offeror certifies that the building in which the offered space is located ☐ contains, ☐ does not contain, transformers or other equipment containing one (1) quart or more of PCB fluid. If PCB transformers or other equipment are present, the Offeror certifies that such transformers or other equipment are not leaking and are inspected on a quarterly or more frequent basis.

(d) LEAD-BASED PAINT CERTIFICATION

The Offeror certifies as part of its offer that the building in which the offered space is located:

- ☐ was NOT built before 1978;
☐ was built before 1978; complete both (1) and (2) below;

- (1) Presence of lead-based paint and/or lead-based paint hazards. Complete (i) or (ii) below;

- i. ☐ Known lead-based paint and/or lead-based paint hazards are present in the building. Explain.

- ii. ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the building.

- (2) Records and reports available to the Lessor. Check (i) or (ii) below.

- i. ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the building (list documents below and attach to this certification).

.. INITIALS: _____ & _____
 LESSOR GOVERNMENT

- ii. ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the building.

CERTIFIED BY:

 (Date)

 (Signature)

| | |
|--|--|
| OFFEROR OR AUTHORIZED REPRESENTA TIVE | NAME, ADDRESS (INCLUDING ZIP CODE) NAME STREET CITY, STATE, ZIP TELEPHONE NUMBER |
| | <div style="display: flex; justify-content: space-between;"> _____ Signature _____ Date </div> |

INITIALS: _____ & _____
 LESSOR GOVERNMENT

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GENERAL CLAUSES

1. DEFINITIONS

- a. The terms "offer" and "Offeror," and "contract" and "Contractor" shall mean "Lease" and "Lessor", respectively.
- b. If the lease is a sublease, the term "Lessor" means the sublessor.
- c. The term "Lessor shall provide" means the Lessor shall furnish and install.
- d. The term "occupant(s)" shall mean the individual(s) assigned by a Navy ship or submarine to reside in or an individual apartment(s), Long-stay hotel room(s) within the lease.
- e. The term "general cleaning" means cleaning toilets, sinks, tub/showers, floors, stoves, microwaves (if applicable), dishwashers, and refrigerator in order to make unit ready for new check-in.

2. ADMINISTRATION – Notices to the Government shall be sent to the Following:

- a. The Government's Real Estate Contracting Officer:

Commander,
Naval Facilities Engineering Systems Command, Atlantic
ATTN: Code RE-DES
6506 Hampton Boulevard
Norfolk, Virginia 23508-1278
Telephone (757) 322-4910

- b. The Local Representative of the Government:

Supervisor of Shipbuilding, Conversion and Repair, USN
ATTN: Huntington Hall Housing
3100 Huntington Avenue
Newport News, Virginia 23607
Telephone (757) 688-3275

- c. Correspondence about Rent Payment shall be addressed to the above and to:

Supervisor of Shipbuilding, Conversion and Repair, USN
4101 Washington Avenue Bldg. 2
Newport News, Virginia 23607
Telephone (757) 688-1739

3. PAYMENT DUE

The initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the occupancy of space is effective. As provided for by the lease, subsequent rent shall be paid in arrears, and will be due on the first workday of each successive month.

4. INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

5. AVAILABILITY OF FUNDS

All payments by the Government due under this lease cannot exceed the amount of appropriations available at the time such payments are due hereunder. Additionally, nothing contained in this lease shall be considered as implying that the Congress of the United States of America will at any later date, appropriate sufficient funds to meet any deficiencies hereunder.

6. GOVERNMENT EXPENDITURE

The total maximum annual expenditure by the Government hereunder, including rental and the cost of utilities, maintenance, services, and operation, whether obtained by the Government through this lease or independently of this lease may not exceed the statutory ceiling established for each year of this lease or any renewal thereof, by the Congress of the United States.

7. LESSOR RENTAL COVENANT

Lessor expressly covenants that the rental stipulated in Article No. 3 and 5 of this lease constitutes the entire consideration for the lease and that the Lessor has not and will not enter into any separate agreement with the occupant of the leased premises for any financial obligation of one to the other arising out of occupancy of the premises hereunder.

8. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

9. INSURANCE

The Lessor shall maintain fire and extended coverage insurance on the premises, in such reasonable amounts as Lessor may desire, and at Lessor's expense. Each policy of insurance maintained by the

Lessor as required hereunder shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

10. FORCE PROTECTION REQUIREMENTS

In compliance with the Unified Facilities Criteria (UFC) 4-010-01, DoD personnel cannot occupy in excess of 25% of any one building structure. If at any time the occupancy exceeds 25% in any one building, the Government reserves the right to terminate the number of leases required to achieve the 25% or less occupancy level.

11. DAMAGE BY FIRE OR OTHER CASUALTY

If fire or other casualty destroys the said premises, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days thereafter; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

12. CONDITION REPORT

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, and at the termination of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto. It is mandatory that a Lessor Representative and both Government Representatives be present at both scheduled inspections.

The Government will keep, and at the expiration or termination of this lease, deliver up the premises in as good order and condition as the same are now, reasonable wear and tear and damages by accidental fire excepted. Accidental fire is intended to include all fires not caused by the intentional acts of the Government's agents or employees.

13. MAINTENANCE OF PREMISES, HOUSEHOLD FURNISHINGS, CLEANING AND PAINTING ACTIONS

The Lessor shall maintain the demised premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition, in accordance with the specifications outlined in Exhibit "B", except in case of damage arising from the act or the negligence of the Government's agents, employees, or occupants. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government local (SUPSHIP) representative in charge, enter and inspect the same and make any necessary repairs thereto. Should the Lessor fail to perform, the Government shall have the right of recourse identified in clause no. 21 of this Lease.

Following the inspection made as of the effective date of this lease, the Lessor hereby agrees, upon request by the Government, to replace and/or restock at no additional cost to the Government or any

occupant, any damaged or missing household furnishings identified, with quantities specified, in Exhibit "C" of this Lease. The Lessor agrees to replace or recharge, at no additional cost to the Government, any fire extinguisher(s) supplied under the terms of this lease if found to be discharged or expired.

The Lessor hereby agrees, upon request by the Government, with a termination of a leased apartment or at a change in assigned occupant(s) resulting in a vacant unit, to perform at no additional cost to the Government a general cleaning of the apartment, including appliances, furnishings, and a professional steam cleaning of all carpeted areas (to include carefully moving furniture and returning furniture to its original location) and replacement of all pillows with new ones. Said general cleaning shall occur no more frequently than once per year. Under no circumstances may an occupant of a unit request repainting or a general cleaning.

14. INSPECTION UPON SURRENDER OF THE LEASED PREMISES

It is understood and agreed herein that the Government has the right to terminate all or part of this lease, and all rental stops on the effective date of such termination. Upon receipt of a termination notice, or during the final month of this lease Lessor is required to:

- a) Pre-inspect the unit after tenant has vacated and schedule with the Government's Real Estate point of contact a joint inspection as required under clause no. 12, so as to document the actual condition of the vacated unit, and determine whether there exist any claims for damages beyond normal wear and tear. NOTE: DO NOT make any repairs, changes, or modifications to a unit before the Government documents the condition of the premises in a joint inspection with the SUPSHIP and Lessor Representative;
- b) Submit all damage claims, at the fair/depreciated value, provide proof of payment and pertinent supporting documentation (cleaning expenses, repairs, carpet replacement, or excessive removal of abandoned belongings), to the Government's local (SUPSHIP) representative with copy to Real Estate Contracting Officer within 30 days of the joint inspection.

At the conclusion of a termination, or upon expiration of this lease, the Government and Lessor will execute a "Settlement and Special Release Agreement" reflecting the final resolution of all issues under this lease.

15. DAMAGE TO ANY OR ALL HOUSEHOLD ITEMS AND WINDOW OR DOOR SCREENS

It is understood and agreed herein that the Government shall not be liable for loss or damage to window or door screens, and any of the household items listed paragraph MAINTENANCE OF PREMISES, above, and the Government shall be held harmless and free of liability by the Lessor for any such loss or damaged incurred.

16. DELIVERY AND CONDITION AND PROGRESSIVE OCCUPANCY

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. All furniture, appliances, household furnishings, and other

items identified in Exhibits "B" and "C" to this lease are to be assembled and ready for use. All packing and packaging materials are to be removed from the premises prior to delivery. The Government reserves the right to determine when the space is ready to occupy.

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. The Government reserves the right to appropriately pro rate or reduce the rent in the event of a partial delivery acceptance or in the event of an identified deficiency under the requirements of Exhibits "B" or "C" to this lease. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis.

17. TIME EXTENSIONS

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

18. TERMINATION FOR DEFAULT OF OCCUPANCY READINESS

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Government may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his sureties shall be liable for any damage to the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

19. INSPECTION OF PREMISES

At all times after receipt of offers, prior to or after acceptance of any offers, or during any construction, remodeling, or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, must be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

Periodic review, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress, but are intended to discover any information, which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the solicitation and the resulting lease.

The Government reserves the right, upon reasonable notice, to:

- a. inspect and perform bulk sampling and analysis of suspected asbestos containing materials;

b. monitor the air for asbestos fibers in the space under lease as well as other areas of the building deemed necessary by the Contracting Officer;

c. inspect the premises for any leaks, spills, or other potentially hazardous conditions, which may involve tenant exposure to hazardous or toxic substances (e.g. polychlorinated biphenyls);

d. inspect the site upon which the space is offered for any current or past hazardous waste operations, and ensure that appropriate mitigating actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State, and local regulations.

20. SUBLETTING THE PREMISES

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

21. FAILURE IN PERFORMANCE

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are dependent. In the event of failure by the Lessor to provide any of these items, at the Government's option, the Government may:

- a. Relocate the occupants assigned to the leased unit, at the expense of the Lessor.
- b. By contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments.
- c. Reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer.
- d. By written notice to the Lessor, terminate the lease agreement.

These remedies are not exclusive and are in addition to any other remedies, which may be available under this contract or in the law.

22. CHANGES

a. The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications;
- (2) Work or services;
- (3) Amount of space.

b. If any such change causes an increase or decrease in the Lessor's cost of, or the time required for, performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the lease by:

- (1) making an equitable adjustment in the rental rate;
- (2) making a lump sum price adjustment; or
- (3) revising the delivery schedule.

c. If such change causes an increase in costs under this contract, the Lessor shall submit any "proposal for adjustment" (hereafter referred to as proposal) under the clause Proposals for Adjustment.

d. Failure to agree to any adjustment shall be a dispute under the Disputes clause.

e. No services or work for which an additional cost or fee will be charged by the Lessor will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

23. PROPOSALS FOR ADJUSTMENT

a. The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

b. If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details:

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Workmen's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

c. The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$100,000 in cost:

- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2),

(2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds \$100,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4), and

(3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).

d. Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

e. The following FAR clauses also apply whenever cost or pricing data is required, and have the same effect as if incorporated in this lease in their entirety: 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA and 52.215-22 SUBCONTRACTOR COST OR PRICING DATA.

24. DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601-613)(the Act).

b. Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by the Lessor or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, 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. A claim by the Lessor shall be made in writing and submitted to the Commander, Naval Facilities Engineering Command, Atlantic for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Commander, Naval Facilities Engineering Command, Atlantic.

(1) The Lessor shall provide the certification specified in subparagraph d(3) of this clause when submitting any claim--

(a) Exceeding \$100,000; or

(b) Regardless of the amount claimed, when using--

-1- Arbitration conducted pursuant to 5 U.S.C. 575-580; or

-2- Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

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

(3) 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 Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(4) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

e. For Lessor claims of \$100,000 or less, the Commander, Naval Facilities Engineering Command, Atlantic must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over \$100,000, the Commander, Naval Facilities Engineering Command, Atlantic must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Commander, Naval Facilities Engineering Command, Atlantic decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. At the time a claim by the Lessor is submitted to the Commander, Naval Facilities Engineering Systems Command, Atlantic or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph d(3) of this clause, and executed in accordance with subparagraph d(4) of this clause.

h. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Commander, Naval Facilities Engineering Systems Command, Atlantic receives the claim (property certified, if required), or (2) the date 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 Commander, Naval Facilities Engineering Command, Atlantic 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 Commander, Naval Facilities Engineering Command, Atlantic 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 Lessor shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the Commander, Naval Facilities Engineering Command, Atlantic.

25. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

a. This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

b. The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access

to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

c. The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transaction related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

d. The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

26. EXAMINATION OF RECORDS BY U.S. NAVY

The Contractor agrees that the U.S. Navy or any of its duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, paper, and records of the Contractor involving transactions related to this contract or compliance with any clauses there under. The Contractor further agrees to include in all his subcontractors hereunder a provision to the effect that the subcontractor agrees that the Secretary of the Navy or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses there under. The term "subcontract" as used in this clause exclude (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

27. GRATUITIES

a. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

- c. If this contract is terminated under paragraph (a) above, the Government is entitled:
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee.
- d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

28. COVENANT AGAINST CONTINGENT FEES

a. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental-price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

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.

c. "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 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.

d. "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.

e. "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.

29. ASSIGNMENT OF CLAIMS

a. The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including

any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

30. EQUAL OPPORTUNITY

a. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded non-exempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

b. During performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) 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 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, 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.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation of ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(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, 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 subparagraph (b)(1) through (11) 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 agency 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.

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

31. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

a. It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major system. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amount due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

b. The Contractor hereby agrees to carry out this policy in the awarding of subcontractors to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

c. As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulation promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (2) Whose management and daily business operations are controlled by one or more of such individuals.

This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found of be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

d. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

32. UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES

a. "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business. "Control," as used in this clause, means exercising the power to make policy decisions. "Operate," as used in this clause, means being actively involved in the day-to-day management of the business. "Small business concern," as used in this clause, 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 and size standards in 13 CFR 121.

b. It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

c. The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontract it awards to the fullest extent consistent with the efficient performance of its contract.

d. The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

33. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS

a. Definitions:

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Opening that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as (i) Production and non-production; (ii) Plant and office; (iii) Laborers and mechanics; (iv) Supervisory and non-supervisory; (v) Technical; and (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and--

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

b. General:

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-- (i) Employment; (ii) Upgrading; (iii) Demotion or transfer; (iv) Recruitment; (v) Advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans Readjustment Assistance Act of 1972 (the Act), as amended.

c. Listing Openings

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(4) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

d. Applicability

The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

e. Postings

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era Veterans.

f. Noncompliance

If the Contractor does not comply with the requirements of this clause, appropriate action may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

g. Subcontracts

The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

34. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- a. The contractor agrees to report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- b. The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment report VETS-100." Computer-generated forms are acceptable, provided that all required information and data are presented in the same format as the VETS-100 form.
- c. Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
- d. The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- e. The count of veterans reported according to paragraph (a) above shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012. Nothing in this paragraph (e) shall preclude an employee from informing a Contractor at a future time of his or her desire to benefit from this program. Nothing in this paragraph (e) shall relieve a Contractor from liability for discrimination under 38 U.S.C. 2012.
- f. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

35. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

(1) The Contractor agrees to post employment notices stating—

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

36. ANTI-KICKBACK PROCEDURES

a. Definitions

(1) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime

Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(5) "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract. "Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

(6) "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

b. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

c. (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in Paragraph b. of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in Paragraph b. of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate full with any Federal agency investigating a possible violation described in Paragraph b. of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may: (i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) Direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under Subdivision c(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under Subdivision c(4)(i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this Subparagraph c(5), in all subcontracts under this contract.

37. NOTIFICATION OF PCB HAZARDOUS CONDITION

The Lessor shall promptly notify the Contracting Officer and the tenant agency official of any leaks, spills, or other hazardous conditions, which involve polychlorinated biphenyls in any area of the building.

38. CRIMES, DEBARMENTS, SUSPENSIONS, AND DEFAULTS

By signature on this lease, the Lessor certifies that he (and, if Lessor is a corporation, its officers) and principal employees have not been indicted or convicted, within the last three years, of: a criminal offense incident to obtaining, trying to obtain, or performing a contract; a violation of the Organized Crime Control Act of 1970; a violation of Federal or State Antitrust statutes; embezzlement, theft, forgery, bribery, falsification or destruction of records, tax fraud or receiving stolen property. By signature on this lease, the Lessor further certifies that he (and, if Lessor is a corporation, its officers) has not been debarred or suspended from the award of public contracts nor has had a public contract terminated for default. This certification is a material representation of fact upon which the Government relies. If it is later determined that the certification was erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default.

The Lessor agrees to notify the Contracting Officer, in writing, of any change to the certification. The knowledge of the person who executes this lease is not required to exceed the knowledge, which that person can reasonably be expected to possess.

39. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

a. The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

- (1) The name of the subcontractor;
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the list of the Parties Excluded from Procurement Programs;
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

40. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

41. WARRANTY OF SPACE

a. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos requirements of this contract. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirements.

b. If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the Government or terminate the lease agreement at no cost of the Government.

c. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law and under this contract.

d. Definitions

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program. (ii) with regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term.

42. TERMINATION - ERRONEOUS REPRESENTATION CONCERNING POLYCHLORINATED BIPHENYLS (PCBs) AND/OR HAZARDOUS WASTE MANAGEMENT

a. The certification regarding PCBs contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of PCBs has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to remove or retrofit any PCB equipment present in the building, in accordance with EPA regulations, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

b. The certification regarding hazardous waste management contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of hazardous waste, or inappropriate handling thereof, has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to take the necessary action to mitigate the hazardous waste condition, in accordance with local, state and Federal laws, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

43. DRUG-FREE WORKPLACE

a. Definitions

(1) As used in this clause, "Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

(2) "Conviction" means a finding of guilt (including a pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

(3) "Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

(4) "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

(6) "Individual means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

b. The Contractor, if other than an individual, shall within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible, for contracts of less than 30 calendar days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about: (i) The dangers of drug abuse in the workplace; (ii) The contractor's policy of maintaining drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause:

(4) Notify such employees in writing in the statement required by subparagraph b(1) of this clause, that as a condition of continued employment on this contract, the employee will: (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision b(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace; (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

c. The Contractor, if an individual agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful, manufacture, distribution, dispensing, possession, or sale of a controlled substance in the performance of this contract.

d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs b or c of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

44. REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY

a. If the agency head or designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the Federal Acquisition Regulation, the government, at its election, may --

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

b. Prior to making a determination as set forth above, the agency head or designee shall provide to the Lessor a written notice of the action being considered and the basis therefore. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

c. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

45. DISPLAY ADVERTISING

No advertising matter shall be constructed on or over the premises, unless authorized by the Contracting Officer.

46. HOUSING NON-DISCRIMINATION

It is understood and agreed that the Government will assign the demised premises to military personnel, in accordance with Executive Order No. 11063, dated 20 November 1962, which provides that housing and related facilities shall be available without discrimination among tenants because of race, color, creed or national origin.

47. MOVEMENT FOR CONVENIENCE OF LESSOR

In the event an apartment unit leased by the Government becomes uninhabitable through no fault of the Government, and the occupant(s) are moved for the convenience of the Lessor to a comparable apartment subject to Government approval, the Lessor will fully reimburse any costs incurred by the occupant(s) resulting from performance of the move such as cable, utilities, telephone and other similar fees and charges.

**48. FAR 52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR
REGISTRATION**

(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 Lessor 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) Lessor's EFT information. The Government shall make payment to the Lessor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated information to the CCR 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 Lessor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Lessor under this contract until correct EFT information is entered into the CCR database; and any invoice or lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this lease. The prompt payment terms of the lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Lessor EFT arrangements. If the Lessor has identified multiple payment receiving points (i.e. more than one remittance address and/or EFT information set) in the CCR database, and the Lessor has not notified the Government of the payment receiving point applicable to this lease, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) Listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Lessor'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.

(2) If an uncompleted or erroneous transfer occurs because the Lessor'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 Lessor 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.

(g) *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 lease 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.

(h) *EFT and assignment of claims.* If the Lessor assigns the proceeds of this lease as provided for in the assignment of claims terms of this lease, the Lessor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this lease, payment to an ultimate recipient other than the Lessor, 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 Lessor, 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.

(i) *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 Lessor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Lessor 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 Lessor 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 CCR database.

49. DFARS 252.204-7004 Alt A Central Contractor Registration (OCT 2003)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"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) number" means the DUNS 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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database," means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into CCR database;
 - (2) The Contractor's CAGE code is in the CCR database; and
 - (3) The Government has validated all mandatory data fields and has marked the records "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR 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 CCR 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) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 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.
 - (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, 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 CCR 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) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

MINIMUM SPECIFICATIONS FOR HOUSING UNITS
HUNTINGTON HALL (SUPSHIP) NEWPORT NEWS, VIRGINIA

1. Furnishings, appliances and appurtenances which become unserviceable during the lease period(s) and which unserviceability is not caused by negligence of the Government will be replaced in kind by the Lessor at no additional cost to the Government. Such replacement in kind will include the removal, transportation and reinstallation of these items and any subcomponents of these aforementioned items, which subcomponents may be comprised of, but not limited to, belts, screws and fasteners, filters, batteries, light bulbs, etc. Lessor will install any such components or subcomponents except that Navy occupant(s) will install Lessor-provided light bulbs into lamps provided under Exhibit "C".
2. Lessor shall provide units with washer and dryer permanently installed.
3. The utilities to be provided for each unit include heat, electricity, gas (if applicable), hot and cold water, sewage disposal, and garbage collection/trash removal from central dumpsters or curbside.
4. The units must have adequate central heating and air-conditioning.
5. Lessor shall provide routine insect/pest prevention/extermination, sufficient to control insect/pest infestation.
6. One (1) parking spaces (including parking decals, etc., if required by the apartment complex) shall be provided for each bedroom leased herein. There must be free and open access to parking areas and apartment complex property for occupants, their guests and the vehicles of both occupants and guests.
7. Keys (minimum of one (1) per occupant) must be provided to Huntington Hall (SUPSHIP) Unaccompanied Housing Office to issue to occupant(s) for the apartment unit(s) leased herein. It is the Lessor's responsibility to obtain and provide gate cards, mailbox keys, fitness room keys, and storage keys to occupant(s), if required. Two (2) additional apartment keys will be required for each unit leased herein. These two (2) keys are to be controlled by the Government for duplication purposes and spot inspections. All unit door keys will be issued directly to the Government and retained by the Government until expiration of the lease. Door locks shall be re-keyed once a year, upon request of the Government, at no additional cost. Although a reasonable effort will be made to return all keys, the Government does not guarantee

that every key will be returned and will not be liable for a failure to return all the keys.

8. Access to all recreational facilities within the apartment complex as provided to all other occupants.

9. Lessor must provide 24-hour maintenance service. Lessor will notify the Huntington Hall (SUPSHIP) Unaccompanied Housing Office of all emergency or urgent service calls placed by occupants, no later than the close of business on the next working day. This requirement exists for service calls from the occupants, the SUPSHIP Newport News Housing Office, and for deficiencies found by management or maintenance personnel at the community.

Service in accordance with the following is required from the beginning to the end of the lease contract with the Government. Any service that renders the apartment temporarily uninhabitable may result in an abatement rent for the period until the unit is repaired and fully ready for occupancy, in accordance with clause no. 21 of Exhibit "A" of the Lease. Service calls are to be classified as follows:

a. Emergency Service Calls. The Lessor shall respond on-site to emergency service calls within sixty (60) minutes after receipt of the call, 24 hours per day seven (7) days per week. Once on-site, the Lessor shall prosecute the required work to completion. Emergency service calls consist of correcting failures in service or facilities that endanger occupants or property. Examples of emergency service calls are overflowing drains, broken water pipes, electrical service outage, broken electrical components which may cause fire or shock to personnel, gas leaks, complete failure of an appliance, problems which would render the unit uninhabitable, or inability to lock, unlock or secure an exterior door or window.

(1) Heating or air conditioning service calls from occupants that a medical requirement for maintaining stable temperature levels of heating and air conditioning shall be classified as an emergency call. The Government's local (Huntington Hall (SUPSHIP) Unaccompanied Housing Office) representative will provide the Lessor with a list of occupants with special medical requirements.

(2) During the heating season, the Lessor shall respond on-site to heating service calls from residents not on the Special Medical Requirements List within sixty (60) minutes after receipt of the call, 24 hours per day seven (7) days per week. Once on-site, the Lessor shall make every reasonable effort to correct the heating service failure immediately. If it is impractical to correct the failure immediately, the Lessor shall provide space

heaters to adequately heat the unit until the repairs are completed.

b. Urgent Service Calls. The Lessor shall respond to calls classified as urgent calls within 24 hours after receipt of the service call, seven (7) days per week. Once on-site, the Lessor shall prosecute the work to completion. Urgent service calls consist of correcting failures in service or facilities, which do not immediately endanger the occupants or threaten damage to property, but would soon inconvenience and affect the health or well being of the occupants. Examples of urgent service calls include, but are not limited to, heating, air conditioning, replacement/repair of security light bulbs (interior or exterior or in common areas), replacement of batteries in smoke alarms, partial failure of range/oven (two or more burners or oven inoperable), refrigerators or water heaters. When the Lessor determines that a repair under this clause cannot be completed within 48 hours of the service call, or that the item(s) must be promptly removed from the housing unit(s) for repair(s), the Lessor shall immediately replace the failing item(s) with items(s) that are clean and operating properly. The removed item(s), if returned repaired, shall be cleaned by the Lessor.

c. Routine Service Calls. The Lessor shall complete routine service calls within seven (7) calendar days from receipt of call or identification of the problem during normal working hours. Routine service calls consist of calls, which cannot be classified as emergency or urgent. Examples of routine service calls include repair of windows, ceilings, floors, counters and cabinets, freeing binding doors, repair of bathroom tile, etc. Routine service calls requiring maintenance, repair or replacement should normally be completed prior to the end of normal working hours on the day the work started. If it is not possible to complete the work, the work area shall be left in a safe, clean and orderly condition, and the work shall be completed the next working day.

Housing Unit Furnishings - Minimum Requirements

KITCHEN - PER UNIT

Appliances:

- 1 Range/Oven Comb.
- 1 Microwave
- 1 Minimum 14 CF (2B) 15 CF (3B) Refrigerator
(Frost-free) w/2 Ice Trays or Ice Maker
- 1 Full-sized Dishwasher

Household Furnishings:

- 1 Cutting Board (Minimum 9" X 12")
- 6 Beverage Glasses (10-12 Oz)
- 6 Coffee Cups W/Saucers or Mugs
- 6 Bread/Butter Plates
- 6 Dinner Plates
- 6 Cereal/Salad Bowls
- 6 Knives
- 6 Forks
- 6 Teaspoons
- 6 Soup Spoons
- 1 Serving Platter
- 2 Serving Bowls
- 1 Utensil Tray
- 1 Paring Knife
- 1 Butcher Knife
- 3 Serving Spoons/Fork**
- 1 Can Opener
- 1 Tea Kettle or Stove-Top
Coffee Pot, 8-Cup Minimum
- 1 Salt/Pepper Shakers
- 1 Casserole Dish**
- 2 Cookware Skillets**
- 3 Cookware Set**
- 1 Measuring Cup or Set
- 2 Cookie Sheet/Baking Pan**
- 3 Kitchen Towels
- 2 Dish Clothes
- 2 Pot Holders
- 1 Broom
- 1 Dust Pan
- 1 Trash Can

- 1 Set Cooking Utensils**

DINING ROOM - PER UNIT

Furniture:

- 1 Dining Table/Dinette
- 4 Dining (matching) Chairs***

LIVING ROOM - PER UNIT

Furniture:

- 1 Sofa (Min. 72")
- 1 Occasional Chair per Bedroom****
- 1 Coffee Table
- 2 End Tables
- 2 Table Lamps

BEDROOM - PER OCCUPANT

Furniture:

- 1 Double Bed W/Firm Mattress &
Foundation*****
- 1 Night Stand/Table with Lamp
- 1 Dresser or Chest of Drawers

Household Furnishings:

- 1 Mattress Pad
- 1 Bedspread or Comforter

- 2 Fitted Sheets
- 2 Flat Sheets
- 2 New Hypo-Allergenic Pillows per
double bed*****
- 4 Pillow Cases per double bed*****
- 1 Blanket

BATH - PER OCCUPANT

Household Furnishings:

- 2 Bath Towels
- 2 Hand Towels
- 2 Wash Cloths

Per Bathroom:

- 1 Shower Curtain with Hooks
- 1 Toilet Brush/Plunger

MISCELLANEOUS - PER UNIT

Appliances:

- 1 Smoke & Carbon Monoxide
detector
- 1 Vacuum Cleaner Including
All Replacement Bags and Belts
Min. Size: 10 Amp or 3 HP

Household Furnishings:

- 1 Plunger (For Toilet & Drains)
- 1 Mop
- 1 Bucket
- 1 Fire Extinguisher

NOTES:

- * An 18 CF Frost-Free Refrigerator is preferred in every unit;
A 3-person apartment must have a minimum of a 15 CF Frost-Free Refrigerator.
- ** Cooking utensils and cookware/skillets/pans must be of compatible types (i.e., provide nylon/plastic (vs.
metal) utensils for use with non-stick coated cookware.)
- *** Three bedroom apartments require 6 matching dining chairs.
- **** One loveseat may replace one occasional chair.
- ***** For a bedroom with two occupants, twin beds should be used (no bunk beds); and with
1 Hypo-Allergenic Pillow & 2 Pillow Cases for each twin bed. Upon change of occupant, replace with new Hypo-
Allergenic Pillows.