

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE
January 1, 2001

LEASE NO.
50-PAPT-1-01003

THIS LEASE, made and entered into this date by and between Iron Mountain/National Underground Storage, Inc.

whose address is PO Box 6, Boyers, PA 16020

and whose interest in the property hereinafter described is that of Owner

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: 43,665 sq. ft. in a limestone mine located off Pennsylvania State Route 4010 comprised of the following:

Room 30-N-2	12,000 sq. ft.
Room 32-N-1	10,000 sq. ft.
Room 33-N-1	7,500 sq. ft.
Room 42-S-1	<u>14,165 sq. ft.</u>
Total	43,665 sq. ft.

to be used for storage, office and computer facilities and related functions.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2001 through December 31, 2005, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$466,342.20
at the rate of \$ 10.68 per square foot in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Iron Mountain/National Underground Storage, Inc.

4. The Government may terminate this lease at any time by giving at least 90 days notice in writing to the Lessor 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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
A 5 year period from January 1, 2006 - December 31, 2010 at the rate of \$10.68 per sq. ft. plus the Consumer Price Index increases as set by the Department of Labor from 1/1/01 - 12/31/05 for the Pittsburgh area.

Provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; 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.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. The specifications as outlined in Section C which is hereby referenced and made a part of this Lease for Real Property.
- b. Attachments 1-4 which are hereby referenced are made a part of this Lease for Real Property.

Other Terms & Conditions:

- a. GSA Forms 3517B and 3518 submitted with this offer are hereby incorporated by reference and are made a part of this Lease for Real Property.
- b. Description of Items:

<u>Item No.</u>	<u>Item</u>	<u>UI</u>	<u>Amount</u>
0001	42,365 sq. ft.	Annum	\$466,342.20
0002	Electricity (Direct Pass Through Cost)		
0003	Service/Maintenance (Direct Pass Through Cost) (To include IM/NUS Engineer to accompany Service/Maintenance Technician at a rate of \$40.42 per hour plus CPI increases as measured by DOL's Pittsburgh, PA area.)		
0004	Janitorial Services (as outlined in Attachment 2)	Annum	\$1600/month

c. Accounting & Appropriation Data

Funds in the amount of \$614,467.80 are hereby obligated to this contract. The Contractor shall not incur costs in excess of this amount unless notified in writing by the Contracting Officer. (See following page for lines of accounting)

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

- 1) The bundled price per square foot does not include halon replacement in the event of a discharge not caused by Iron Mountain or Iron Mountain contractors.
- 2) The 415 HTZ UPS is not operational at this time and is not covered for maintenance.

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

LESSOR

BY


(Signature)

(Signature)


IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA

BY


Page A. Etzel
(Signature)

Contracting Officer

(Official title)

Contract Level Funding Summary	Document Number 50PAPT101000	Title Lease and Maintenance Contract	Page
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2001 - - A - 193100 - - 2310 - - P50048 - 193431 - - - - -

\$494,287.80

Reference Requisition: 193P0100043

2001 - - A - 193100 - - 2335 - - P50048 - 193431 - - - - -

\$78,000.00

Reference Requisition: 193P0100043

2001 - - A - 193100 - - 2535 - - P50048 - 193431 - - - - -

\$42,180.00

Reference Requisition: 193P0100043

Total Funding: \$614,467.80

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The scope of this contract is for the Contractor to provide leased space (warehouse, office, and computer-related facilities) to the Government.

C.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(A) **Ms. Donna Krepin** is hereby designated as the COTR. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR's address is U. S. Patent and Trademark Office, **1137 Branchton Road, Boyers, PA 16020**, telephone number is **(724) 794-3636**.

(B) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all goods and services required under this contract. Only when the COTR accepts the goods and services will payment be authorized.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him or her by naming such assistant in writing to the Contracting Officer and then subsequently forwarding it to the Contractor.

C.3 TECHNICAL FACILITY MANAGER (TFM)

(A) The Tenant Facility Manager for the PTO at Boyers is **Ms. Donna Krepin**. The TFM may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor TFM, will be promptly provided to the Contractor by the Contracting Officer in writing. The TFM's address is U.S. Patent and Trademark Office, 1137 Branchton Road, Boyers, PA 16020. Her telephone number is **(724) 794-3636**.

(B) The TFM acts as a liaison between the Contractor and the COTR in the performance of this contract. The TFM is responsible for coordinating visitor personnel with the Contractor in accordance with the Rules and Regulations set forth below. A letter from the TFM will be forwarded to the Contractor when visitor personnel are visiting the facility. The TFM is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the Contract price, terms or conditions.

C.4 RULES AND REGULATIONS

The Government agrees to comply with rules and regulations developed by the Contractor for the safe and orderly manner of the operation of the facility use.

The Contractor's rules and regulations are incorporated into the Contract as Attachment 1 and are in full force and effect.

C.5 REPAIR AND MAINTENANCE OF EQUIPMENT

The Contractor shall be responsible for providing repair and maintenance of equipment type items as shown in Attachment 3 (whether owned or leased by the Government) the cost of which is included in the square footage price of this lease.

C.6 ENVIRONMENT

Storage conditions for all vital records (and all other records) stored at the site shall be in compliance with all applicable ANSI standards for storage environment as further defined herein with regard to temperature, humidity, air pressure and filtration. HEPA filters are required for air filtration. **See ANSI Standard PH 1.43-1983 "American National Standard for photography (film) storage of processed safety film."**

C.7 SECURITY AND FIRE PROTECTION

(A) Access Security: Landlord shall provide armed guards 24 hrs/day, 365 days/year at all access points to the facility. All guards shall be bonded and security-cleared by the Contractor.

- (1) Armed guards shall control access to the facility so that no unauthorized person is admitted within. All guests, visitors, etc., shall have pre-arranged entry and must be sponsored by the landlord or a tenant. They must sign in for admittance at the access point and establish adequate identification. All access points shall have a crash proof gate or door. A heavy motorized sliding gate could fulfill this requirement, especially at a location for truck access to the facility. Tenant employees shall use photo I.D.'s issued by the Contractor while within the facility.
- (2) All exterior doors, windows and all other points of entry to the PTO facilities shall be connected in the following ways to the main guard station, at the main access point:
 - (a) Intrusion alarms: Such alarms will be attached to all exterior doors, windows, and all other points of entry (ex. ventilation shafts) of the PTO facilities. These alarms will alert PTO employees of unauthorized access by a loud audible alarm and will also sound an alarm at the guard station.
 - (b) Fire Walls: The space offered shall be of noncombustible construction. All record areas shall be separated by firewalls. No individual storage area shall be greater than of 20,000 square feet. All walls separating records storage areas from each other and other portions of the building shall be 3-hour rated. Penetrations of these walls shall not reduce this fire resistance rating.
 - (c) Fire Doors: All openings in firewalls, including duct penetrations, shall be protected by Class "A" (3-hour) labeled fire doors on each side of the

firewall. Personnel swinging-type fire doors shall be installed adjacent to sliding or rolling-type fire doors; however, these personnel doors may be waived in existing facilities where two exits are provided with a maximum travel distance of 300 feet from any point in the enclosed space.

- (d) Fire Alarm Stations: The internal smoke detector/fire alarm systems described later herein shall also be wired to the guard station so that they are alerted if the alarm system is activated. The facility shall be provided with a manual non-coded, Class A, supervised fire alarm system. Fire alarm manual stations shall be located at each of the exits from the stack areas and at each of the exits from the facility. No other fire alarm boxes shall be located in stack areas. The fire alarm system shall be provided with central station service or other automatic means of notifying the municipal fire department.
- (e) Portable type fire extinguisher:
 - (1) Office Space: Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Initial and replacement charges for fire extinguishers shall be provided by the Lessor. Inspection (Quick Check) and maintenance (Thorough Check) of these extinguishers shall be done in accordance with NFPA Standard No. 10.
 - (2) Storage Space: Hand-held Halon 1201-type fire extinguishers shall be provided at each fire alarm manual station or at other well marked locations. Each fire extinguisher shall provide protection for approximately 3,000 square feet of floor space.
- (f) Manual fire alarm systems: A manual fire alarm system shall be provided in any structure where exit travel is more than one story above or below street level or in facilities of any height occupied by a total of 1,000 or more people. Manual fire alarm stations shall be mounted 42 to 54 inches above the floor and located in normal exit paths on each floor at or near stairways and exits. Upon activation an alarm shall automatically sound throughout the facility unless required to sound only on the fire floor by local code. The alarm sound may be bells, horns or recorded voice messages. Alarms shall be automatically sent to the local fire department in accordance with NFPA standard 72B or 72C or to a privately operated central station protective signaling system conforming to NFPA Standard No. 71. Alarm system installation, maintenance, operation, testing and equipment shall conform to national fire protection association standard No. 72A and local code. Other systems may be utilized under two conditions: (1) In facilities where the fire alarm system wiring and equipment are not electronically supervised, the system shall be acceptable provided alarms are sent automatically to the local fire department (NFPA No. 72B or 72C) or central station conforming to NFPA No. 71M alarm bells or horns sound automatically throughout the facility when the system is actuated; or (2) In facilities where the fire alarm system wiring is supervised but no bells or horns sound automatically (pre-signal system), the system is acceptable provided alarms are sent automatically to the local fire department (NFPA No. 72B or 72C) or central station conforming to NFPA No. 71 and the government occupancy is three stories or less above grade.

- (g) Telephone: All access points/guard stations shall be connected by telephone to all other parts of the facility. All necessary conduits and panel cavities required by the local telephone company, including the service conduit entering the facility and conduits in partitions for flush phone outlets in offices, shall be installed by offeror. The offeror shall coordinate the government drawing layout with the telephone company.
- (B) Storm Drainage: There shall be adequate storm drainage capacity at all points around the facility to meet any requirement for carrying off all water.
- (C) Fire Protection: Capacity for fast response to any fire alarm is required. This requirement can be satisfied in either of the following two ways:
 - (1) Internal: Landlord will provide an internal fire brigade with equipment, with a response time of 10 minutes or less; or
 - (2) External: An external local fire department may be used if it is close enough to provide the same 10 minute or less response time.

C.8 STRUCTURE

The Contractor shall provide a facility with the following specifications:

- (A) Floor Loads: Designed live load of the floors must be concrete and shall be able to bear a live load of 410 pounds per square foot. In addition to the storage loading the floor shall be designed to safely carry, without damage to the concrete, an industrial truck having the following characteristics:
 - (1) Total weight of truck including load - 17,300 pounds (does not include impact loading).
 - (2) Front axle loading - 15,500 pounds.
 - (3) Front axle hard rubber wheels, 16" diameter with 10" tread - two wheels 45" center-to-center of tread.
 - (4) Rear wheels - 8" diameter with 6" tread.
- (B) Ceiling height: All storage areas must have a minimum ceiling height (including lights) of 10 feet. Office, kitchen, computer room areas, etc. shall have a ceiling height of between 8 and 9 feet. They shall have acoustical treatment, which performs at a noise reduction coefficient of at least 0.65. Ceilings shall have a flame spread of 25 or less and a smoke development of 50 or less (ASTM E-84). Protrusions of fixtures into traffic ways shall be avoided.
- (C) Truck Access: Large trucks must be able to approach to within at least 300 feet of the loading door of the facility with no grade separations between the truck and the door except an elevator so that heavy material may be loaded or unloaded with a motorized fork lift and moved to or from the facility with ease. Tunnel height must be a minimum of 12'6".
- (D) Ramps: Where ramps are necessary or desired, they shall be of a non-slip surface, with a slope not greater than one foot rise in 12 feet. They must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be as wide as the widest ramp run leading into it. The landing length for the top and bottom approaches to a ramp shall be 5 feet minimum. The length of intermediate landings on a straight run ramp shall be 5 feet minimum. Intermediate landing dimensions for ramps changing directions shall be a minimum of 5 feet by 5 feet. Handrails shall be provided on both sides of all ramps with a vertical rise greater than 6 inches. Handrails shall extend one

foot beyond the top and bottom of the ramp and be parallel with the floor or ground space. Ramps with vertical drop-offs greater than 6 inches shall have curbs, walls, railings or projecting surfaces.

- (E) Entrances (Handicapped): The facility is a high security location and is not generally accessible to the public. Special arrangements have been made for handicapped workers. (See Clause C.11 Parking (B)).
- (F) Doors:
 - (1) Interior: Doors must be at least 36 inches wide by 80 inches high with a minimum opening of 32 inches and of sturdy construction. They shall be operable by a single effort and must be in accordance with national building code requirements. All shall be at least one-hour fire-rated.
 - (2) Maneuvering Clearances: The walk landing or floor area for doors that open onto walkways, ramps, corridors, and other pedestrian paths of travel, shall be clear and level (or if a slope no greater than 1:48 inches) and extend a minimum of 5 feet from the swing side of the door, 4 feet from the opposite side, and minimum of 1 1/2 feet past the latch side (pull side) and a minimum of 1 foot past the latch side (push side) of the door.
 - (3) Hardware: Hardware must be heavy duty noncorrosive metal typical for its intended use. Corridor and outside doors must be equipped with cylinder locks and door checks. All locks must be master keyed. The Government must be furnished at least two master keys and two keys for each lock. Doors must have matching hardware stops. Emergency exits must have panic hardware. Hardware for doors as the means of egress shall conform to NFPA Standard No. 101.
 - (4) Identification: Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Government. Toilet, stairway, and corridor doors must be identified by the international symbol of accessibility at the height of 54 to 66 inches above the floor, and wherever possible, mounted on the wall at the latch side of the door.
 - (5) Fire: Fire doors shall conform with National Fire Protection Association No. 80.

C.9 PARTITIONS (GENERAL)

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirement. Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms and janitor closets except for doors and walkways. They shall have a flamespread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84 TEST). Stairs, elevators, and other floor openings shall be closed by partitions and have the fire resistance required by NFPA No. 101. They shall extend from the structural floor slab to the structural ceiling slab.

C.10 HANDICAPPED REST ROOMS

See Clause C.24 DESCRIPTION OF VITAL RECORDS FACILITY (F)(4).

C.11 PARKING

- (A) General: The Contractor shall provide adequate parking for use by the Government's employees and contractors. Parking is on a first come, first served basis. Persons using the

Contractor's parking lot do so at their own risk. The Contractor is not responsible for theft or damage to employee vehicles using the parking lot. The Government's employees must follow parking rules as enforced by the Contractor's security personnel.

- (B) Handicapped Accessibility Parking: Where parking is normally provided at least two percent (but a minimum of two) of the closest spaces to the major accessible entrances shall be designated for use by the physically handicapped. If necessary, curb cuts or ramps shall be provided. The Government is allotted at least two (2) underground parking spaces for vehicles that may be used by handicapped workers.
- (C) Visitor Parking: Vendors, delivery vehicles, repair personnel and visitors may be granted inside facility parking privileges by the Contractor. Visitor parking privileges are not to be granted to regular employees (whose duty station is Boyers, PA).
- (D) Management Parking: The Government shall be allotted at least two (2) underground parking spaces for vehicles that may be used by USPTO management. These spaces are in addition to the two underground parking spaces that may be used by handicapped workers. Assignment of the spaces shall be at the discretion of the Tenant Facility Manager or her designee.
- (E) Shuttle Service: The Contractor shall provide shuttle bus service from the aboveground parking lot to the interior of the mine.

C.12 ELECTRICAL

The Contractor shall provide electrical service. Power to the facility is 480 3-phase. Transformers and equipment to step down the voltage to 120/240 3 wire or 120/208 3 phase 4 wire is provided. Based upon a visual inspection by the Government, all outlets for electric power and telephones are in accordance with standards that are acceptable to the Government.

- (A) Backup Power: The Contractor shall provide full back-up power so that, in the event of power failure (at local power utility company), emergency backup power is available as follows:
 - (1) Limited power for corridor lights, exit lights and partial lighting of work areas (to about 1 foot-candles) shall be available and in use within 10 seconds of any power failure.
 - (2) Full on-site emergency power, comprising 100% of PTO capacity, shall be available for use within 5 minutes of any power failure.

C.13 FLOORS

Floors shall be reinforced concrete in tape storage, offices, bathroom, and kitchen areas. There shall also be concrete in any areas that are "above grade" or if required to meet floor load requirements. Painted asphalt floor may be acceptable if foundation is rock. Underfloor cement must be smooth and flat.

C.14 WATER SUPPLY

The Contractor shall provide an adequate potable and reliable water supply. In addition, the Contractor shall provide a temporary alternate potable water supply in case of lack of service from the main water supply and shall have a minimum duration of two hours.

- (A) Bottled Water Requirement :

- (1) The Contractor shall provide two bottled water coolers, one each in Room 32 and Room 42.
- (2) The Contractor shall provide up to 50 gallons of bottled water per month.

C.15 LIGHTING (INTERIOR AND EXTERIOR)

Based on upon a visual inspection by the Government, switches and controls for lighting, heat, fire alarms and all similar controls shall be in accordance with standards that are acceptable to the Government. Switches shall be located on columns or walls by door openings.

- (A) Transformers: No oil-type transformers regardless of size shall be permitted in the facility except for thermally protected devices included in class "P" fluorescent light ballasts.

C.16 OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor will comply with the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA) (84 STAT. 1590 ET SEQ., 29 U.S.C. 651 ET SEQ.) and the Contractor agrees that the leased property under this contract will conform with all applicable requirements of that act and all applicable, permanent, interim and emergency occupational safety and health standards promulgated by the Secretary of Labor as published in Title 29, Part 1910 of the Code of Federal Regulations.

C.17 FURNACES AND BOILERS

Any furnaces or boilers shall be separated from the records storage areas by 4-hour firewalls, with no openings directly from the furnace or boiler room to the records storage areas. No open flame (oil or gas) equipment shall be used in any facility. Electric heat shall be used with domestic hot-water systems or water pumps installed within the records center facility. Furnaces or boilers shall not be located beneath the area of the storage space.

C.18 EXIT AND EMERGENCY LIGHTING

Exit and emergency lighting is required which shall conform to National Fire Protection Association Standard No. 101. Exit lights shall be located in corridors, aisles and passageways to identify the location of stairways or exits. Emergency lighting shall be provided to illuminate corridors, aisles, passageways and stairways. Both types of lighting shall have two sources of power with automatic switching capability.

- (A) Personnel Exit Doors: The number of UL approved exit personnel doors equipped with panic hardware and illuminated exit signs shall be in accordance with local building codes but not less than that required by NFPA life safety code no. 80.
- (B) Other Doors: Exterior doors shall be equipped with automatic door closers.

C.19 TELEPHONE EQUIPMENT

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may contract with a third party to have inside wiring and telephone equipment installed or use wiring provided by the Lessor, if available. In any case, space for telecommunication equipment shall be provided by the Lessor.

- (A) Wiring for Telephones: The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local Telephone Company or private contractor. Alternately, the Government may wish to consider using inside wiring provided by the Contractor if available. However,

the final decision will remain the Government's. Adequately concealed telephone jacks shall be provided in walls for ease in telephone installation.

C.20 CODE VIOLATION

Equipment and systems furnished shall be free of safety, health, and fire hazards. Hazards detected prior to final acceptance of the facility by the Government, must be promptly corrected at the offeror's expense. Where requirements conflict, the decision of the contracting officer shall be final.

C.21 SAFETY

Offerors shall represent as part of their offers whether the facility in which the space is proposed contains friable asbestos. Facility containing this material shall be evaluated in accordance with the GSA fire safety standards referred to earlier (PBS P 5920.9). Facilities containing non-correctable friable asbestos will be rejected by the Contracting Officer. The offerors shall remedy any friable asbestos containing spaces at their own expense prior to government occupancy. Air contamination levels (E.G., dust, vapor, fumes, gases) shall not exceed these in 29 CFR 1910 subpart Z. When actual concentration levels equal or exceed 50 percent of the levels in 29 CFR 1910 subpart Z, control actions shall be initiated. Through water shall have the water treated with an EPS registered biocide to control etiological organisms. The offeror shall assist the Government in developing a plan acceptable to the Government to protect occupants of the building during emergencies such as fires, bomb threats and power loss.

C.22 LOADING ENTRANCE

The loading entrance to the facility shall consist of 8' x 8' 3 hour fire rated steel doors which have been fully weather-stripped to seal off the facility from the outside environment when not in use.

C.23 ELECTRICAL METERING

Utility meters must be provided for the property being offered under this contract so that electricity may be separately charged from rental costs on a direct cost pass-through basis.

C.24 DESCRIPTION OF RECORDS FACILITY (43,665 SQ. FT.)

- (A) General: The PTO requires an area of 43,665 square feet of space that is secure and environmentally controlled to be designated the "Records Facility." The facility may be of either rock bulkhead type, of cement block, or poured concrete. Gaps in rock bulkheads shall be filled with poured concrete or concrete block. Interior walls shall be of concrete block type unless otherwise specified. The facility shall be 43,665 square feet of usable space. It shall be provided with an installed and metered electrical capacity of at least 262.5 KVH. The entire area shall have been recently painted at the beginning of the lease with the paint job in good condition. The entire areas shall be protected by a fire and security alarm system. Ionization-type smoke/fire detectors shall be distributed throughout the area in accordance with NFPA standards (with the sole exception of a rate-of-rise detector in the kitchen areas) (see ANSI/NFPA No. 72E). Hand-held, Halon type fire extinguishers shall be distributed throughout all areas not protected by an area-wide Halon fire suppression system in accordance with NFPA standard # 10. In addition, intrusion alarms shall be placed on all exterior doors. Both fire detection and security (intrusion) alarm systems shall be wired to an annunciator panel which shows the location of any sensors throughout the facility that are activated, which, in turn, are connected to the central security system or guard station at the main entrance to the facility. All interior doors to and from any part of this facility shall have lighted "exit" signs with battery powered back-up over them. Hand-held fire extinguishers shall be new Halon 1301/1211 blend 2A40BC rated extinguisher with 13 pounds of

extinguisher charge. Hand-held extinguishers shall be wall mounted using the manufacturer supplied bracket, 4 feet from finished floor.

- (B) Records Storage Area: Total area shall be no less than 43,665 square feet including all facilities mentioned in this section.
- (C) Environmental Specifications: The HVAC systems throughout the leased space shall permit maintenance of the room environment for the following areas as indicated:
- (1) Both computer rooms in Room 33 and Room 42: temperature to be no lower than 70 degrees Fahrenheit and no higher than 74 degrees Fahrenheit. The humidity level must be no lower than 45% relative humidity (rh) and no higher than 50% relative humidity.
 - (2) The microfiche vault in Room 33: temperature to be no higher than 69 degrees Fahrenheit and no lower than 50 degrees Fahrenheit. The humidity level must be maintained no lower than 20% rh, and no higher than 30% rh.
 - (3) The tape library in Room 33: temperature to be no lower than 50 degrees Fahrenheit and no higher than 70 degrees Fahrenheit. The humidity level must be maintained no lower than 30% rh and no higher than 40% rh.
 - (4) All other areas, general office areas in Rooms 32, 33, and 42, the shipping area in Room 42, and the entire warehouse in Room 30, shall be maintained at a temperature no lower than 68 degrees Fahrenheit and no higher than 75 degrees Fahrenheit, with the relative humidity level no lower than 35% rh and no higher than 55% rh.
 - (5) Any expansion space that may be added under the terms of this lease shall be maintained to the same specifications as the general office areas described above, unless otherwise specified by the Government.
- (D) Painting Schedule: All interior areas and exterior entranceways will be painted within 120 days after the consummation of this lease as is mutually agreed between lessor and lessee. Should the Government exercise its right to continue the lease for an additional five years, the landlord shall again paint all areas of the lease within 120 days after the consummation of the option exercise. Floors must be concrete where required or asphalt and painted in deck enamel. Walls are covered with pastel color latex or aluminum paint for reflectivity. If required to prevent dirt or moisture from seeping/falling from the ceiling in an underground facility, precipitation pans shall be suspended from the ceiling to catch sediment and moisture.
- (E) Lighting: Illumination of all areas of the facility shall be a minimum of 75 foot-candles, consisting of full (wide) spectrum lighting in all populated areas. Standard fluorescent lighting may be used in non-populated areas such as passageways and the warehouse space (Room 30).
- (F) Records Unit - Room 32: 10,000 sq. ft.
- (1) Office: A finished office of 10' X 15' shall be provided with walls of vinyl-covered drywall. Floor shall be of vinyl tile over concrete and ceiling shall be of suspended type made of fire-resistant class B panels.
 - (2) Kitchen within Room 32: A kitchen close to or adjacent to the office shall be provided. It shall be at least 15' X 20' in size. Any common wall with the office shall be sound insulated. Along one wall (15' dimension) shall be at least a 14 cu. ft. refrigerator, 30" or 36" wide electric/gas range with exhaust fan and hood and a full-

length wooden counter with laminated top, with suitable electrical outlets to operate a microwave or other electronic kitchen appliances, double sink with hot and cold running water and drawers under the counter top. A water fountain connected to the main facility water supply shall be located outside and adjacent to the kitchen. It shall provide chilled water. (The refrigerator, microwave, and any other countertop electrical appliances shall be provided by and remain the property of the Government.) A water cooler providing chilled bottled water shall be located within or adjacent to the kitchen, with bottled water to be supplied by the lessor.

- (3) **Rest Rooms:** Two rest rooms are required -- one each men's and women's. The men's room shall contain a lavatory with storage cabinet, and at least one urinal and a toilet in an enclosed stall. There shall be at least one ground fault circuit interrupter (GFI) electrical outlet located near the sinks in both rest rooms. Walls in both rest rooms shall be of masonry construction painted with pastel paint. Floors in both rest rooms shall be vinyl or ceramic tiled over concrete. The women's room shall have a double lavatory in a cabinet with concealed storage and laminate counter top.
- (4) **Handicapped Accessible Rest Room:** At least one (unisex) wheelchair (handicapped) accessible rest room shall be provided, e.g., no steps and including an oversized stall with rails. The toilet stall shall be at least three feet wide and at least 5 1/2 feet, but preferably six feet, deep; or a side transfer stall measuring 60 inches clear internal dimensions is acceptable. Any unisex rest room shall have a lockable exterior door with a sign connected to the locking mechanism to indicate whether or not the room is occupied.
- (5) **Environment:** The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C)(4) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
- (6) **Fire and Safety:** This area shall contain fire detectors tied in electronically with the graphic annunciator panel. It shall be protected with Halon hand-held fire extinguishers in accordance with NFPA standards.

(G) Room 33: 7,500 square feet

- (1) **Tape Storage Library** 4,770 sq. ft.
 - (a) **General:** The tape storage library shall be a secure, environmentally controlled area for the storage and maintenance of magnetic tapes, other automated information systems media, and documents. It shall have a tiled concrete floor with a polyurethane costing on the tile for ease of maintenance. All surfaces above floor level shall be painted. For environmental reasons related to the safety of the magnetic media, only latex (water base) paint shall be used in this area. All doors opening into this area shall be at least one-hour fire rated. Total area shall be no less than 4,450 square feet.
 - (b) **Environment:** The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C)(3) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
 - (c) **Fire and Security:** The entire room shall have a separate Halon 1301 fire protection system containing detectors and discharge nozzles. The

system will sound a loud audible alarm when any two detectors are activated prior to the discharge of the Halon and will automatically shut down the HVAC to the room. The system shall dump the Halon within 10 seconds (after the HVAC shutdown) and shall maintain a 7% Halon concentration of the air of the room for at least 10 minutes.

(2) Microfilm Storage Area 1,450 sq. ft.

- (a) General: A microfilm storage vault shall be provided for the storage and maintenance of microfilm records of the PTO. It shall be 1,450 square feet in size with a ceiling height of at least 10 feet. It shall have a 4-foot wide entry with a 1-hour fire rated steel door. The floor shall be concrete painted with deck enamel or tiled. All walls shall be at least 1-hour fire rated. Due to the need for protecting microfilm from paint fumes, no repainting schedule for this room (walls or floors) is provided herein. Separate arrangements will be made as required for any repainting of this area and attendant moving or removal of microfilm and/or cabinets, etc.
- (b) Environment: The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C) (2) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
- (c) Fire and Security: The microfilm storage vault shall contain the number of fire detectors specified for the room size by NFPA standards. They shall be wired into the total facility alarm system. The room shall also be equipped with at least 3 wall mounted hand held Halon fire extinguishers per applicable standards.

(3) Computer Room (Scanning Room) 800 sq. ft.

- (a) General Description: A computer room shall be located near the tape library and meet the following specifications: Total area shall not be less than 800 sq. ft. and shall consist of masonry construction (except where against rock bulkheads if an underground facility). The room is to be fully enclosed to be fireproof. The floor shall be 4" minimum thickness reinforced concrete floor, sealed. There shall be 2 entrances/exits with 3 hr. fire rated doors (minimum 4' X 7' in size). There shall be an 18" raised computer floor with bolted stringer construction in a 2' by 2' configuration. The floor covering of interchangeable tiles shall be 1/16" thick laminate and able to support a concentrated load rating of 1,000 psi. There shall be a ramp to the door opening on the tape library, and steps leading to the other door. The suspended ceiling shall be of fire retardant (flame spread resistant) class B panels (applies to all suspended ceilings). A window shall be placed in the wall to look out on tape library area. All walls shall be painted with pastel latex paint. All painted surfaces shall be repainted every 5 years.
- (b) Electrical Service: The 800 sq. ft. computer room shall contain a "Powerbloc" power conditioning unit/power distribution unit or direct equivalent with a rated capacity of 50 KVA, provided by the Government. It shall provide a total of 22 circuits of 110V power in underfloor junction boxes suitable for the installation. The system shall include 3 emergency power-off buttons.

- (c) Environment: The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C) (1) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
- (d) Fire and Security: The entire room shall have a separate Halon 1301 fire protection system containing detectors and discharge nozzles. The system will sound a loud audible alarm when any two detectors are activated prior to the discharge of the Halon and will automatically shut down the HVAC to the room. The system shall dump the Halon within 10 seconds (after the HVAC shutdown) and shall maintain a 7% Halon concentration of the air of the room for at least 10 minutes.

(4) Back Offices (Room 33) 480 sq. ft.

- (a) Office space of 480 square feet shall be provided to support the computer (scanning) room and shall be adjacent to it. A private office of 150 square feet (approximately 10' X 15') shall be provided for the TFM. Additionally, a private lavatory of 80 square feet shall be provided with a basin and a single stall with toilet. The basin shall have hot and cold running water available. There shall also be additional space suitable for office and reception use next to the manager's office totaling 250 square feet. The entire area shall have tiled concrete floors and class B, fire resistant suspended ceilings. All doors in and out of the area shall be standard size and at least 1-hour fire rated. Any doors between the computer room and outside the facility shall be at least 4' X 7' in size.
- (b) Environment: This entire area shall be manually adjustable within a range according to the specifications in section C.24 (C) (4) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
- (c) Fire and Safety: This area shall contain fire detectors tied in electronically with the graphic annunciator panel. It shall be protected with Halon hand-held fire extinguishers in accordance with NFPA standards.

(H) Room 42 - Data Center 14,165 sq. ft.

(1) Mechanical Room

- (a) General Description: A separate mechanical room shall be located adjacent to the computer room in order to house the supporting power, backup and air filtration equipment needed to support the computer center.

(2) Office Area approx. 525 sq. ft.

- (a) General: A finished office area of approximately 300 sq. ft. shall be provided for general use. The walls shall be vinyl covered drywall or painted concrete block. The floor shall be of vinyl tile over concrete or carpeting over padding on concrete.

- (b) **Manager's Office:** A private office of approximately 125 sq. ft. shall be provided for the TFM adjacent to the general office area and computer center. The office shall be equipped with a lockable door, and a window, with adjustable window blinds, which looks out into the computer room. The office walls shall be partially covered with sound deadening material in order to absorb some of the equipment generated background noise. The floor shall be carpeted.
- (c) **Kitchen within Room 42:** A kitchen close to or adjacent to the office shall be provided. It shall be at least 150 sq. ft. in size. The kitchen shall be equipped with at least a 14 cu. ft. refrigerator, 30" or 36" wide electric/gas range and a full-length wooden counter with laminated top, with suitable electrical outlets to operate a microwave or other electronic kitchen appliances, a sink with hot and cold running water, and drawers under the counter top. (The refrigerator, microwave, and any other countertop electrical appliances shall be provided by and remain the property of the Government.) A water cooler providing chilled bottled water shall be located within or adjacent to the kitchen, with bottled water to be supplied by the lessor.
- (d) **Rest Rooms:** Two rest rooms are required -- one each men's and women's. The men's room shall contain a lavatory and at least one urinal and a toilet in an enclosed stall. There shall be at least one ground fault circuit interrupter (GFI) electrical outlet located near the sinks in both rest rooms. Walls in both rest rooms shall be of ceramic tile, or masonry construction painted with pastel paint. Floors in both rest rooms shall be vinyl or ceramic tiled over concrete. The women's room shall have a lavatory and a toilet, and shall be equipped with a full-length mirror. Grab bars shall be provided in both men's and women's toilet stalls.
- (e) A water fountain connected to the main facility water supply shall be located outside and adjacent to the rest rooms. It shall provide chilled water.
- (f) **Environment:** The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C)(4) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
- (g) **Security:** The front exterior exit shall be monitored by a CCTV camera, with the video to be displayed on black and white monitors both in the computer room and in the main front office area. An exterior doorbell shall be provided to alert occupants of the computer room and the front office of a visitor at the front door. Both viewing areas shall be equipped with remote buttons in order to momentarily release the lock on the door and allow admittance.
- (h) **Fire and Safety:** This area shall contain fire detectors tied in electronically with the graphic annunciator panel. It shall be protected with Halon hand-held fire extinguishers in accordance with NFPA standard.

(3) Computer Room 6,000 sq. ft.

- (a) **General Description:** A computer room of no less than 6,000 sq. ft. shall be provided and meet the following specifications: the room shall consist of masonry construction (except where against rock bulkheads if an underground facility). The room is to be fully enclosed to be fireproof. The floor shall be 4" minimum thickness reinforced concrete floor, sealed. There shall be 2 entrances/exits with 3 hr. fire rated doors (minimum 4' X 7' in size). There shall be an 18" raised computer floor with bolted stringer construction in a 2' by 2' configuration. The floor covering of interchangeable tiles shall be 1/16" thick laminate and able to support a concentrated load rating of 1,000 psi. There shall be a ramp to the door opening on the front office area, and the door at the rear of the computer room shall lead to a shipping/loading area. The ceiling of the computer center shall be of sealed metal panels to prevent the seepage of moisture and water into the computer room area. An above ceiling water detection system shall be wired to an annunciator alarm panel, which shows the location of any sensors throughout the ceiling that are activated by moisture. The alarm panel shall be connected to the central security system or guard station at the main entrance to the facility. A window shall be placed in the wall to look out on the general office area. All walls shall be painted with pastel latex paint. All painted surfaces shall be repainted every 5 years. Approximately 1,300 square feet of sound deadening material in the form of sound absorption panels shall be installed on the walls and ceiling of the computer room in order to lessen the background noise caused by the equipment operations.
- (b) **Electrical Service:**
- (c) **Environment:** The HVAC system shall be designed to operate at 3 load levels, depending on the needs of the computer installation. The system shall be operable at 60,000 BTU/hr., 120,000 BTU/hr., or at full capacity of 184,000 BTU/hr. The system shall make it possible to maintain the room environment according to the specifications in section C.24 (C) (1) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure. Equipment serving this area shall be redundant in all major components including condensers, compressor coils and air handlers, but excluding dehumidification, duct work, thermostats and HEPA filters. The HVAC equipment shall be capable of being powered down by a room Emergency Power Off (EPO) button and also under electrical control of the Halon fire suppression system for the room.
- (d) **Air showers:** At each entrance to the computer room there shall be an air shower entry system in order to filtrate the air and decontaminate the surface/clothing of any items/individuals entering the sealed computer room environment. Each air shower compartment shall contain an emergency by-pass system and must be large enough to accommodate a flatbed cart to be used for transporting tapes and materials into and out of the computer room.
- (e) **Fire and Security:** The entire room shall have a separate **Halon 1301** fire protection system containing detectors and discharge nozzles below the false floor and on the underside of the metal ceiling. The system will

sound a loud audible alarm when any two detectors are activated prior to the discharge of the Halon and will automatically shut down the HVAC to the room. The system shall dump the Halon within 10 seconds (after the HVAC shutdown) and shall maintain a 7% Halon concentration of the air of the room for at least 10 minutes. The system shall have a control panel with a manual override. An emergency exit light with battery backup shall be placed over each door.

- (f) Rest Room: There shall be one unisex, wheelchair (handicapped) accessible rest room within the parameters of the computer room so that it can be accessed without leaving the room. The unisex rest room shall contain a lavatory with hot and cold running water, at least one urinal and a toilet in an enclosed oversized stall with rails. The toilet stall shall be at least three feet wide and at least 5 1/2 feet, but preferably six feet, deep; or a side transfer stall measuring 60 inches clear internal dimensions is acceptable. The rest room shall have a lockable exterior door with a sign connected to the locking mechanism to indicate whether or not the room is occupied. There shall be at least one ground fault circuit interrupter (GFI) electrical outlet located near the sink in the wheelchair accessible rest room.
- (g) Supervisor's Office: A private office of approximately 125 sq. ft. shall be provided for the supervisor within the perimeter of the computer room area. The office shall be equipped with a lockable door, and a window, with adjustable window blinds, which looks out into the computer room. The office walls shall be partially covered with sound deadening material in order to absorb some of the equipment generated background noise. The floor shall be carpeted.

(4) Shipping Area 1300 sq. ft.

- (a) General - A shipping/loading area of no less than 1300 sq. ft. shall be located adjacent to the rear of the computer room. It shall consist of masonry construction (except where against rock bulkheads if an underground facility) and will open into the outside area for vehicular access for deliveries and pickups. The exterior exit shall be double 8' X 8' doors. Floors shall be of vinyl tile over concrete. All walls shall be painted with pastel latex paint. All painted surfaces shall be repainted every 5 years.
- (b) Rest Rooms: It is not necessary for this room to have a separate rest room as long as the restroom in the computer room is not further than 50 feet away from the shipping area.
- (c) Environment: The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C)(4) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
- (d) Security: The exterior exit shall be monitored by a CCTV camera, with the video to be displayed on black and white monitors in both the computer room and in the main front office area. An exterior doorbell shall be provided to alert occupants of the computer room and the front office of a visitor at the back door of the shipping area. Both viewing areas shall be equipped with remote buttons in order to momentarily release the lock on the door and allow admittance.

- (e) Fire: This area shall contain fire detectors tied in electronically with the graphic annunciator panel. The room shall be equipped with at least 3 wall mounted hand held Halon fire extinguishers per applicable standards.
 - (f) Access to Roadways: Direct access to the roadway for pickup and deliveries via truck must be available and shall be accessed via a ramp or loading dock with steps. The loading area outside the shipping area shall be able to accommodate vehicles up to 10 feet high.
- (G) Room 30 - Warehouse 12,000 sq. ft.
- (1) A warehouse-like space shall be provided for the storage and maintenance of miscellaneous records and materials of the PTO. It shall be 12,000 square feet in size with a ceiling height of at least 10 feet. It shall have a double 8' X 8' wide entry with a 1 hour fire rated steel door. The floor shall be concrete or asphalt painted with deck enamel or tiled. All walls shall be at least 1 hour fire rated. All walls shall be painted with pastel latex paint. All painted surfaces shall be repainted every 5 years.
 - (2) Kitchenette within Warehouse (Room 30): A kitchenette shall be provided within the warehouse space. Along one wall shall be a wooden counter with laminated top, with suitable electrical outlets to operate a microwave or other electronic kitchen appliances. The kitchenette shall contain a sink with hot and cold running water and drawers under the counter top. A water fountain connected to the main facility water supply shall be located adjacent to the kitchenette. It shall provide chilled water.
 - (3) Rest Rooms: Two rest rooms are required -- one each men's and women's. The men's room shall contain a lavatory and at least one urinal and a toilet in an enclosed stall. There shall be at least one ground fault circuit interrupter (GFI) electrical outlet located near the sinks in both rest rooms. Walls in both rest rooms shall be of masonry construction painted with pastel paint. Floors in both rest rooms shall be vinyl or ceramic tiled over concrete.
 - (4) Environment: The HVAC system shall permit maintenance of the room environment according to the specifications in section C.24 (C)(4) Environmental Specifications described above. Air filtration is required through a HEPA filter and the area shall maintain positive air pressure.
 - (5) Fire and Safety: This area shall contain fire detectors tied in electronically with the graphic annunciator panel. It shall be protected with Halon hand-held fire extinguishers in accordance with NFPA standards.

C.25 EXPANSION SPACE AREA (Up to 10,000 sq. ft.) (OPTION)

- (A) General: The Government has the option of leasing an additional 5,000 sq. ft. of space with 120 days written notice to the Contractor. The rate for this additional option space shall be \$ 14.07* per sq. ft. plus the percentage increase in the Consumer Price Index for the Pittsburgh, PA areas as compiled by the Bureau of Labor Statistics, U.S. Department of Labor, between January 1, 2001 and the effective date of occupancy. This area shall consist of approximately 5,000 square feet of space with the capability of being divided for multi-purpose use in accordance with future specifications in this Contract.

*Base price only. Does not include fire suppression system, shelving or additional upgrades.

- (B) The Government also reserves its right to lease an additional 5,000 square feet of space after exercising the option under this contract for an additional five year lease.

C.26 JANITORIAL SERVICES

Services shall be furnished by the Contractor in accordance with Attachment 2 of this Contract.

C.27 INVOICES

- (A) Invoices shall be submitted in an original and 3 copies to the Government office's designated in paragraph (D) below. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
- (1) Name of Contractor, invoice number and invoice date.
 - (2) Contract number and task order number.
 - (3) Description, price and quantity of services actually rendered.
 - (4) Payment terms.
 - (5) Name title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (6) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

- (B) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25-See Section 1) will apply to the new acceptance of replacement services.
- (C) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:
- (1) When submitting invoices for pass through costs for electricity, a copy of the electric bill shall be submitted along with the invoice.
 - (2) When submitting invoices for pass through costs for service/maintenance, a copy of the vendor's invoice shall be submitted along with the invoice. In addition, the Engineering Tracking Report referenced in Clause C.5 in this Attachment 1 shall also be submitted with the invoice.
- (D) Invoices shall be submitted in original and 3 copies to the following addresses:

Original and 1 Copy to:

1 Copy to:

1 Copy to:

Office of Finance
Patent & Trademark Office
Office of Finance Box 17
Washington, DC 20231

Ms. Donna Krepin
Patent & Trademark Office
1137 Branchton Road
Boyers, PA 16020

Mr. Page Etzel
Patent & Trademark Office
Office of Procurement,
Box 6
Washington, DC 20231

- (E) The designated billing office (DBO) to receive invoices is as follows: Office of Finance, Box 17, Patent & Trademark Office, CPK1-Room 802, Washington, DC 20231.

C.28 METHOD OF PAYMENT

- (A) Payments under this contract will be made by wire transfer through the Treasury Financial Communications System.

- (B) The information required by the clause at FAR 52.232-28, Electronic Funds Transfer Payment Methods (see Section 1) shall be forwarded by the Contractor to the below-designated office no later than 7 days after receipt of notice of award:

U.S. Patent and Trademark Office
Office of Finance, Box 17
Crystal Park One, Suite 802
Washington, DC 20231

- (C) If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section 1), the Contractor shall forward that form to the assignee for completion.

- (D) The Contractor shall forward the following information in writing to "Office of Finance, Patent and Trademark Office, CPK1-Room 802, Box 17, Washington, DC 20231" not later than 7 days after receipt of notice of award:

- (1) Full name (where practicable), title, phone number and complete mailing address of responsible official(s).
- (2) The following bank account information is required to accomplish wire transfers:
 - (a) Name, address and telegraphic abbreviation of the receiving financial institution.
 - (b) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).
 - (c) Recipient's name and account number at the receiving financial institution to be credited with the funds.
 - (d) If the receiving financial institution does not have access to the FRSC, provide the name of the correspondent financial institution through which the receiving financial institution is specified, also provide:
 - (1) Address and telegraphic abbreviation of the correspondent financial institution.
 - (2) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
- (E) Any changes to the information furnished under paragraph (D) of this clause shall be furnished to the address above in writing at least 30 days before the effective date of the charge. It is the Contractor's responsibility to furnish these changes 30 days before submitting invoices to avoid payments to erroneous addresses or bank accounts.
- (F) The document furnishing the information required in paragraphs (A) and (D) above must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Contract number.

-----END OF MAIN CONTRACT-----

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

<u>CATEGORY</u>	<u>Clause No.</u>	<u>48 CFR Ref.</u>	<u>Clause Title</u>
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment (Variation)
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data
	32	552.270-13	Proposals for Adjustment
	33	552.270-14	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records by GSA
	35	52.215-2	Audit and Records—Negotiation
DISPUTES	36	52.233-1	Disputes

INITIALS: _____
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LABOR STANDARDS	37	52.222-26	Equal Opportunity
	38	52.222-21	Prohibition of Segregated Facilities
	39	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
	40	52.222-36	Affirmative Action for Workers with Disabilities
	41	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
SUBCONTRACTING	42	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	43	52.215-12	Subcontractor Cost or Pricing Data
	44	52.219-8	Utilization of Small Business Concerns
	45	52.219-9	Small Business Subcontracting Plan
	46	52.219-16	Liquidated Damages- Subcontracting Plan
ADVERTISING	47	552.203-71	Restriction on Advertising

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

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

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

INITIALS:

LESSOR

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GOVERNMENT

4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

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6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
 - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
 - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
 - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum ANSI/BOMA Usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting

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Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

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17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

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

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

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

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance

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with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
 - (1) The lease number to which this notice applies.
 - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (3) Number of account to which funds are to be deposited.
 - (4) Type of depositor account ("C" for checking, "S" for savings).
 - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "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.

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26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Usable square footage delivered will be confirmed by:
 - (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Usable square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Usable square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"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.

"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.

"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.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

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

- (a) Definitions.

"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.

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

"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.

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

"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.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

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

"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.

"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 fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, 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 either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

- (a) Definitions. 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.

"Conviction" means a finding of guilt (including a plea 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.

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

"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.

"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.

"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 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 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 a drug-free workplace;
 - (iii) Any available drug counselling, 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 the 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 days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 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 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; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (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 use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (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.

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- (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 HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. 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.

31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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- (ii) An offset shall not be allowed if--
 - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (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 \$100,000. 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) Worker'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 \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (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.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (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 (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or

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- (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative 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, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any 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 thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

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- (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. 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)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

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- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing 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. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure 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 to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, 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. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government

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to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

- (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.

38. 52.222-21 - PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (DEVIATION)

- (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 with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Veteran of the Vietnam era" means a person who--

Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(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 disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era 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 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) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of 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 nonveterans. 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.
- (4) 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.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) 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 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 disabled veterans and veterans of the Vietnam era.
- (f) 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.
- (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.

40. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(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 USC 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.

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- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 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.

41. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of 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."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 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 1 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) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 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. 4212 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. 4212.
- (f) 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.

42. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

- (a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a 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 Federal Procurement and Nonprocurement Programs). 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 Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;

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- (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.

43. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

44. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

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

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women 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 systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts 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) Definitions. As used in this contract--
- (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--
- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
- (ii) No material change in disadvantaged ownership and control has occurred since its certification;

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(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) "Small business concern owned and controlled by women" means a small business concern--

(i) 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 the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

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

45. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(Applies to leases which exceed \$500,000.)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all

subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

- (2) A statement of--
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns
 - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-- (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and in paragraph (j) of this clause, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether HUBZone small business concerns were solicited and if not, why not, (C) whether small disadvantaged business concerns were solicited and if not, why not, (D) whether women-owned small business concerns were

- solicited and if not, why not, and (E) if applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the

Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

46 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

47. 552.203-71 - RESTRICTION ON ADVERTISING (VARIATION) (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

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ATTACHMENT 1**RULES AND REGULATIONS (dated Oct. 29, 1997) (as last provided by IRON MOUNTAIN/NUS)**

All tenants of National Underground Storage (IRON MOUNTAIN/NUS) have contractually agreed to comply with rules and regulations developed by IRON MOUNTAIN/NUS covering facility use. These rules and regulations are typically made necessary by regulatory bodies or are created by IRON MOUNTAIN/NUS for the safety, security, freedom, and convenient use of the facility by all tenants. IRON MOUNTAIN/NUS reserves the right to add to, alter, modify, or rescind such regulations as conditions dictate. IRON MOUNTAIN/NUS is required to distribute such changes to tenants in writing.

I. ACCESS TO THE FACILITY

- A. Each lessee who operates on site with staff will identify a Tenant Facility Manager. The Tenant Facility Manager will be responsible for:
 - 1. Establishment of facility working hours.
 - 2. Compliance with Rules and Regulations by tenants' employees and invitees.
 - 3. Liaison and coordination with IRON MOUNTAIN/NUS management.
- B. Security regulations require that only those persons who have a legitimate business reason for entering the facility be admitted. IRON MOUNTAIN/NUS and/or tenant facility managers are responsible for granting access. No individuals are permitted access to underground facilities without complying with the access arrangements jointly developed by IRON MOUNTAIN/NUS and its tenants.
- C. Tenants' employees who are authorized to enter Record Center, and who have frequent occasion to do so, will be provided with a picture pass, which shall be picked up from the guard upon entry to the mine, and returned to the guard upon leaving the mine.
- D. Tenants' employees, who are authorized to enter Record Center, but do not have frequent occasion to do so, will be admitted by the guard upon adequate identification and signature verification. A Visitor's pass will be issued, which shall be returned to the guard upon leaving the facility.
- E. Upon being admitted to the mine, Tenants' employees must proceed directly to the Record Center and must wear their passes in an exposed position. Travel (without invitation) in the mine is limited to travel from the main gate to the employee's or visitor's place of business. Travel to portions of the facility other than to and from the main gate and the place of business is expressly prohibited.
- F. Any unauthorized employee of lessee who requests permission to enter lessees' unattended Record Center will be refused admittance unless:
 - 1. He is accompanied by an authorized employee of the lessee.
 - 2. Written permission is provided to IRON MOUNTAIN/NUS in advance by an authorized employee of the lessee.
- G. Visitors to Records Centers which are normally occupied by Tenants' employees will be admitted, upon proper identification, provided:
 - 1. Guard has been notified in advance that the visitor is expected, or
 - 2. Upon notification from guard that a visitor is here, Tenant approves admittance and provides escort.
- H. Persons who have frequent occasion to visit the mine, such as delivery truck drivers, maintenance or service personnel, etc., and who are known to the guard will be issued visitor's passes for the sole purpose of performing the specified functions.

- I. Children under the age of six (6) years are prohibited access.
- J. Competitors or agents of competitors are prohibited access.
- K. IRON MOUNTAIN/NUS reserves the right to open and inspect all parcels, packages, briefcases, purses, and/or cargo entering the mine.

II. PARKING

Aboveground - IRON MOUNTAIN/NUS provides a 1034 vehicle aboveground parking lot for use by Tenants' employees. Parking is on a "first come first served" basis. Persons using the IRON MOUNTAIN/NUS parking lot, do so at their own risk. National Underground Storage is not responsible for theft or damage to employee vehicles using the parking lot. Tenants' employees must follow parking rules as enforced by IRON MOUNTAIN/NUS Security personnel.

Handicapped Parking - Certain parking spaces are identified and reserved for "Handicapped" individuals displaying a state-issued handicap placard.

Underground Parking - Each staffed facility is granted a limited number of underground parking spaces to be used for Tenants' vehicles designated as needed for:

- 1. Transportation of disabled or handicapped employees to and from the parking lot.
- 2. Transportation of handicapped or disabled employees in the event of evacuation.
- 3. Transportation of records aboveground for destruction.
- 4. Pick up and delivery of mail.
- 5. Travel to and from delivery points above and below ground.
- 6. Transportation of employees for medical care.
- 7. Facility maintenance and construction.
- 8. Firefighting.
- 9. Intramine transportation.

Visitor Parking - Vendors, delivery vehicles, repair personnel and visitors may be granted underground parking privileges by IRON MOUNTAIN/NUS and Tenant Facility Managers. Visitor parking privileges are not to be granted to regular tenant employees.

While IRON MOUNTAIN/NUS will make every effort to provide adequate parking within the mine, we cannot guarantee to do so.

III. VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL

IRON MOUNTAIN/NUS security guards are responsible for the safe and orderly control of both vehicular and pedestrian traffic. All employees and visitors to the mine must obey instructions and signals from the guards.

Vehicle lights must be turned on upon entering the mine.

Speed limit within the mine is 10 miles per hour.

The idling of parked vehicles is expressly forbidden and impacts on the well being of all personnel underground. Tenant Facility Managers are jointly responsible with IRON MOUNTAIN/NUS for enforcement of this rule.

IV. ALCOHOLIC BEVERAGES/CONTROLLED SUBSTANCES

NO ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES (DRUGS) ARE PERMITTED UNDERGROUND.

V. PHOTOGRAPHIC EQUIPMENT

THE USE OF ANY TYPE OF CAMERA WITHIN THE MINE WITHOUT PRIOR PERMISSION IS NOT PERMITTED.

- A. A tenant facility manager can grant permission with their facility.
- B. Camera usage outside of a leased facility must be approved by IRON MOUNTAIN/NUS management.

- VI. HAZARDOUS MATERIALS**
NO FIREARMS, EXPLOSIVES, HAZARDOUS, FLAMMABLE OR TOXIC MATERIALS ARE PERMITTED UNDERGROUND. NO PETS OR ANIMALS ARE PERMITTED UNDERGROUND.
- VII. MODIFICATIONS TO TENANTS' FACILITY**
No modifications to the Tenants' facility including heating, ventilation, electrical, plumbing or structural systems shall be undertaken without the expressed approval of IRON MOUNTAIN/NUS.
- VIII. HOUSEKEEPING**
The Tenants' facility Manager will be responsible for the orderly operation of the facility including the maintenance of good housekeeping practices.
No records, cabinets, equipment, pallets, etc. shall be stored outside the Tenants' facility.
- IX. LIFE SAFETY/FIRE SAFETY**
The Tenant facility Manager shall be jointly responsible with IRON MOUNTAIN/NUS for the development and maintenance of drills, practices, and procedures designed to insure compliance with Life Safety/Fire Safety requirements.
- X. FOOTWEAR**
The Pennsylvania Office of Deep Mine Safety requires IRON MOUNTAIN/NUS to prohibit persons from entering the mine with footwear that does not adequately protect the foot. Beach thongs, sandals, and other types of footwear that expose portions of the foot are not permitted.
- XI. SOLICITATION POLICY**
In order to avoid disruption of our operations, it is necessary to have rules on solicitation and distribution of literature:
- A. With the exception of IRON MOUNTAIN/NUS-sponsored programs such as the United Way Campaign and the Red Cross blood drive, persons not employed by National Underground Storage, Inc. may not solicit or distribute literature on company property at any time for any purpose.
 - B. Excepting company-sponsored programs, IRON MOUNTAIN/NUS employees are not permitted to solicit or distribute literature during working time or in working areas.
 - C. For purposes of this policy, company property is all areas not leased and staffed by IRON MOUNTAIN/NUS clients.

ATTACHMENT 2

JANITORIAL SERVICES

Services, equipment, and cleaning supplies shall be furnished by the contractor in accordance with the following schedule showing frequency and work to be accomplished.

- 1) **Daily -** Tasks to be completed in all areas of Rooms 32, 33, and 42 (including private offices) on a daily basis; weekly basis in Room 30 only. (The Government may change the frequency of cleaning schedules based on changes in the use of the various areas covered under this agreement.)
 - a) Sweep, vacuum or dry mop floors (except bathrooms) in traffic areas only, this includes the tape library, microfiche vault and computer rooms. However, use only the special HEPA vacuum in the Room 42 computer room. (The HEPA vacuum is for use only in the computer room and should not be used in any other areas of the facility.)
 - b) Damp mop all bathroom floors with a disinfectant cleaning product.
 - c) Clean all bathroom fixtures (lavatories, toilets, sinks, faucets, etc.) with a disinfectant-cleaning product. Wash mirrors.
 - d) Empty all trash receptacles and ashtrays. Clean ashtrays. Damp wipe all chairs in smoking areas. Smoking areas are located outside the front door at Room 32, at the front & rear of 42, and outside the front door of the warehouse. (The smoking area at the warehouse shall be cleaned weekly or more often as needed.) The Government will inform the Contractor of any change in the locations of the smoking areas.
 - e) Remove all trash from facility and dispose of it. (Trash to be picked up in designated areas on schedule established by IRON MOUNTAIN/NUS, but no less than twice per week – cardboard does not have to be flattened; trash to be separated. Tapes, files and other records will be removed when properly labeled as TRASH by the Government's staff.)
 - f) Clean kitchen sinks, counters, tabletops, and top of stoves daily with a disinfectant cleaning product.
 - g) Clean drinking fountains with a disinfectant cleaning product.
 - h) Replenish toilet supplies, including soap, paper towels, toilet tissue, urinal cakes, etc.
 - i) Spot clean any carpet to remove stains.
 - j) Sweep or vacuum entrance areas, dust shipping table in mantrap at 42, and wipe all perimeter doors, inside and out, Rooms 32, 33, 42.
- 2) **Every other day:**
 - a) Police nearby outside corridor areas and sweep outside areas at Rooms 32, 33, 42 (front & rear) with sweeping compound on Monday, Wednesday, and Friday.

- b) Damp wipe interiors of microwaves.

3) **Weekly:**

- a) Remove dust from all readily accessible above ground horizontal surfaces of furniture throughout the facility (including desks, counters, tables, cabinets, open shelving, Rotomat posting ledges, etc.) Yellow, treated cloths should be the only type used in computer rooms. Do not clean or dust computer screens. Horizontal surfaces of equipment should be dusted on a weekly basis, taking care not to activate any switches or controls.
- b) Clean kitchen stoves, including ovens, weekly or as required.
- c) Damp wipe exterior of refrigerators and any accessible spills or stains on the interiors.
- d) Thoroughly vacuum, sweep, or dry mop all floors. Not just traffic areas; includes entire tape library.
- e) Spot-clean computer room floor as needed with special anti-static product and **fresh** mop, with **fresh** water. (Do not use the same mop used in the rest rooms or areas outside the computer room.)
- f) Clean Room 30 (warehouse) on a weekly basis by performing all daily and weekly cleaning tasks as listed in this agreement.
- g) Clean airlock doors twice per week, or more often as needed.
- h) Damp mop anti-fatigue mat in front of copier in Room 30 (warehouse).
- i) Damp wipe the legs and bases of all chairs throughout the facility.

4) **Monthly:**

- a) Buff, wet mop or thoroughly vacuum and spot clean all floors within facility.
- b) Spot clean finished wall surfaces, including the ribs in all work, kitchen, and bathroom areas.
- c) Dust all of the hanging light fixtures in Room 42.
- d) Vacuum all upholstered chairs and furniture.

5) **Quarterly:** (All areas including Room 30, Warehouse.)

- a) Thoroughly clean finished (vertical) wall surfaces. Include the ribs in all work, kitchen, and bathroom areas.
- b) Strip, clean and refinish tiled floors as appropriate. Apply four coats of finish. Includes shipping area and new rest room in computer room, and traffic areas in tape library near storage units and cabinets. (Avoid use of buffer near tapes.)

- c) Wet scrub loading areas and outside concrete aprons with an industrial strength cleaning product.
- d) Wash both sides of any windows and mini-blinds.
- e) Vacuum any drapes and fabric wall hangings.
- f) Wash or damp wipe inside and outside of wastebaskets.

6) As scheduled:

- a) Shampoo all carpets. Scheduled for February and September, but may be changed by mutual agreement.
- b) Provide initial supply, installation and replacement of light bulbs, tubes, ballasts, and starters. Replace burned out lights with the appropriate replacement light as requested.
- c) Control any pests immediately upon notice or discovery.
- d) Remove snow and ice in parking lot and walkways before and during normal working hours to ensure safe building access.
- e) Clean airlock glass doors twice per week.

Attachment 3

LIST OF EQUIPMENT

Room 42-S-1

1	Condition Power Corp. Power Monitor
1	Liebert Precision Power Disk Unit
1	Halon System
1	Filtration System (Equipment)
1	Water Detection System
2	40 Ton Trane Chillers
6	Liebert Cooling Units
4	TC25B Condensors
2	Lincoln 5HP Pumps
2	400 HTZ Teledyne Power Converters (UPS)
1	60 HT Converter (UPS)
1	Avtron Load Bank
62	Trojan Max Guard Stand-by Series M6-100 Batteries
1	Electrical System
1	Electrical System (Infrared Insp.)
1	Exhaust Fan #1 (EF#1)
1	AC #1 Office Air Conditioner (approx. 2 ton)
1	ACF #1 (Fan)
1	Access Control System
1	Make-up Air Unit #1
1	CCTV System
1	Alarm System
1	Kitchen Unit
1	AC #2 (approx. 5 ton)
1	Restroom Vacuum System
1	Dehumidifier HC 300 (Condensor Room)
1	Dehumidifier HC 150 (Computer Room)
1	Dehumidifier HC 1125 (Compute Room)
1	600 amp Transfer Switch
1	Access Floor System
1	Halon system (Computer Room)
1	Hot Water Tank
1	Fiber Optic Line
2	Air Showers

Rooms 33-N-1 32-N-1 30-N-2

1	Power Block Power Conditioner
1	Halon System (Tape Storage)
1	UPS System with Batteries
1	Air Filtration System
1	10 ton Arcoair AC System
2	5 ton Arcoair AC System
1	HC 1125 Dehumidifier
1	Halon System (Scanning room)
1	Access Floor System
1	HC 600
1	Wright Line Tape Rack Unit
2	Hot water tanks

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

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

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997) (VARIATION)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.
- (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
- (b) *Representations.*
 - (1) The Offeror represents as part of its offer that it [] is, [☒] is not a small business concern.
 - (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
 - (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (c) *Definitions. Small business concern,* as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.


Small disadvantaged business concern, as use in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by an economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more 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 or more 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 Part 124.

Women-owned small business concern, as use in this provision, means a small business concern--

- (1) 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 the stock of which is owned by one ore more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (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 small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 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 (OCT 1995)

- (a) *Representation.* The Offeror represents that it [] is, [☒] is not a women-owned business concern.
- (b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more; 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 whose management and daily business operations are controlled by one or more women.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that --

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

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

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. 52.222-21 - CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
(Approved by OMB under Control Number 1215-0072.)

6. 552.203-4 - CONTINGENT FEE REPRESENTATION AND AGREEMENT (MAY 1989)

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

- (a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror --

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

- (1) ☐ Has, ☒ has not, employed or retained any company or persons to solicit or obtain this lease; and
- (2) ☐ Has, ☒ has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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- (b) Agreement The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

7. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

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

- (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 Thomas Roth (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.

8. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

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

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

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

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

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

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

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- (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, or receiving stolen property; and
 - (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 subdivision (a)(1)(i)(B) of this provision.
- (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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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.
- (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.

10. 52.204-3 - TAXPAYER IDENTIFICATION (SEP 1989) (VARIATION)


- (a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the offeror, is also required; however, it may be provided at the time of award.
- (b) Offeror's Taxpayer Identification Number (TIN).
☒ TIN: 25-1016055 ☐ TIN has been applied for. ☐ TIN is not required.
- (c) Corporate Status.
☒ Corporation; ☐ Not a corporate entity; ☐ Sole proprietorship ☐ Partnership
- (d) Common Parent.

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

- ☐ Offeror is not owned or controlled by a common parent.
☒ Name and TIN of common parent: Name Iron Mountain TIN 23-2588479
- (e) Payee's Taxpayer Identification Number.
☒ TIN: 25-1016055 ☐ TIN has been applied for. ☐ TIN is not required.

11. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: 04-173-3924

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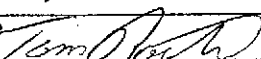
OFFEROR OR
AUTHORIZED
REPRESENTATIVE

Name and Address (Including ZIP Code)

Thomas Roth
General Manager
Iron Mountain Records Mgmt.
1137 Branchton Road
Boyers, PA 16020

Telephone Number
724-794-7320

Signature



Date

12-15-00

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