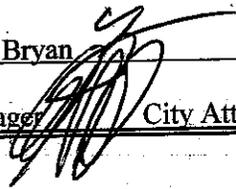
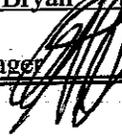




Meeting Date: 10/25/11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/Consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Richard R. Bryan  Agenda Item No. **I-4**

Reviewed By: City Manager  City Attorney  Finance 

**DATE:** October 13, 2011

**TO:** City Council

**FROM:** Curtis P. Cannon   
Community Development Director

**SUBJECT:** Supplemental Lease Agreement to be Entered into Between the City of Oxnard and the United States Government by and Through the Government Services Administration for the Social Security Administration located at 315 North Fifth Street

**RECOMMENDATION**

That the City Council:

1. Approve and authorize the Mayor Pro Tem to execute the Supplemental Lease Agreement (Agreement A-7111) between the City of Oxnard and the Government Services Administration for the Social Security Administration located at 315 North Fifth Street in substantially the form presented at this meeting or with such non-substantive changes and amendments as may be approved by the Community Development Director and City Attorney.
2. Authorize the Mayor Pro Tem and/or the Community Development Director to sign all documents necessary and appropriate to carry out and implement the Government Services Administration's Supplemental Lease Agreement and its required change of ownership notice.

**DISCUSSION**

A Government Services Administration (GSA) change of ownership is required to be filed with them as a result of the City of Oxnard (City) and the CDC having executed an Agreement of Assignment on March 9, 2011. Subsequently, title to what is known as the Social Security Building located at 425 South B Street (Property) was conveyed to the City by the CDC on March 14, 2011. The CDC conveyance of the Property to the City was done as a protective measure to the then pending and subsequently adopted Assembly Bill's 1X26 and 1X27.

As part of the on-going efforts to revitalize downtown Oxnard, the CDC on August 8, 2008 purchased the Property from Oxnard Plaza Associates, LLC. At the time of acquisition the Property was occupied by two tenants, the Social Security Administration (SSA), and Southern California Gas Company (SCGC). The SCGC has vacated the building and plans to terminate their lease at the end of its term on October 31, 2011.

The GSA's existing lease for the SSA will expire October 31, 2011. The GSA is requesting an eight month lease extension to July 31, 2012. The lease extension is needed so the tenant improvements at their new location, in the Palms Shopping Center off of Gonzales Road, can be designed and installed. The GSA will have the right to terminate the lease by giving a thirty day written notice.

On March 1, 2010 a lease was granted to the Economic Development Corporation of Oxnard (EDCO). The existing lease provides for the Oxnard Downtown Management District (ODMD) to occupy the space, the Downtown Oxnard Merchants Association to occupy one office and the Convention and Visitors Bureau to maintain a kiosk there. The EDCO lease is due to expire October 31, 2011 and steps are being taken to assign the lease to the ODMD and to enter into a new lease with them.

## **FINANCIAL IMPACT**

The lease extension will provide an estimated monthly income of \$16,004.30 which is a \$309.83 increase over the current \$15,694.47. Net revenue after operating expenses are paid is estimated to be \$8,654.30.

rb1275ssab

Attachment #1 – Supplemental Lease Agreement No. 20

Attachment #2 – U.S. Government Lease Change of Lessor Form

Attachment #3 – Change Of Ownership Checklist

Attachment #4 – ACH Vendor/Miscellaneous Payment Enrollment Form

Attachment #5 – Representations and Certifications GSA Form 3518

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 20	DATE <span style="font-size: 1.2em;">10/4/2011</span>
ADDRESS OF PREMISES:  315 North 5 <sup>th</sup> Street Oxnard, CA 93010	TO LEASE NO. GS-09B-94942	
THIS AGREEMENT, made and entered into this date by and between: <b>City of Oxnard</b>  whose address is: <b>300 West Third Street Oxnard, CA 93030</b>  hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the Government:  WHEREAS, the parties hereto desire to amend and extend the above Lease.  NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended <u>effective upon execution by the Government</u> , as follows:  To extend the lease for a period of a nine (9) month term and restate termination rights.  3. The Government shall pay the Lessor the annual rent of \$192,051.64 in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  <div style="text-align: center;">                     City of Oxnard                      300 West Third Street                      Oxnard, CA 93030                 </div>  4. The Government may terminate this lease in whole or in part effective at any time after November 1, 2011 by giving at least thirty (30) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.  9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 16, 1995 through July 31, 2012, subject to termination and renewal rights as may be hereinafter set forth.  All other terms and conditions of the lease shall remain in force and effect.		
LESSOR: <b>City of Oxnard</b>		
BY _____ <div style="display: flex; justify-content: space-between;"> <span><b>Dr. Irene G. Pinkard</b></span> <span><b>Mayor Pro Tem</b></span> </div> IN THE PRESENCE OF (witnessed by):  <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Daniel Martinez, City Clerk</b></span> <span><b>300 West Third St., Oxnard, CA 93030</b></span> </div>		
UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service.  BY _____ <div style="display: flex; justify-content: space-between;"> <span><i>(Signature)</i></span> <span><b>Contracting Officer GSA, PBS, RED</b></span> </div>		



(4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Transferor.

(5) All payments and reimbursements previously made by the Government to Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Transferor shall have the same force and effect as if made to Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee at the following address:

City of Oxnard Finance Department

300 West Third Street

Oxnard, CA 93030

ATTN: Elvira Kennedy

(7) Transferee agrees that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) [REDACTED]

(9) The Lease shall remain in full force and effect, except as modified by this Agreement.

(10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

(11) The Lease is amended to include the provisions set forth in Exhibit A, which is attached to and made a part of this Agreement. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

12. Transferee hereby indemnifies the United States Government of America against any claims, liabilities and damages which may be asserted by transferor in connection with the lease or transfer of the lease.

TRANSFEEE: (Attach additional pages if necessary for multiple signatures or multiple entities)

City of Oxnard

[Print name of Transferee]

By:

Print Name: Dr. Irene G. Pinkard

Title: Mayor Pro Tem

CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_

that \_\_\_\_\_ who signed this Agreement for this corporation, was then \_\_\_\_\_

of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_

By

Daniel Martinez, City Clerk

[CORPORATE SEAL]

Government: UNITED STATES OF AMERICA,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A TO  
U.S. GOVERNMENT LEASE  
CHANGE OF LESSOR FORM

Supplemental Agreement No. 20

To Lease No. GS-09B-94942

The following Provisions and certifications by Transferee are made a part of the Lease:

1. TAXPAYER IDENTIFICATION

(a) Definitions:

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

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

(b) Transferee must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 28 U.S.C. §§ 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the Lease is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) §4.904, the failure or refusal by Transferee to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of Transferee's relationship with the Government (31 U.S.C. §7701(c)(3)). If the Lease is subject to the payment reporting requirements described in FAR §4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of Transferee's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: 95-6000756

TIN is not required because:

Transferee is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Transferee is an agency or instrumentality of a foreign government;

Transferee is an agency or instrumentality of the Federal government;

(e) Type of organization.

Sole proprietorship;

Government entity (Federal, State, or local);

Partnership;

Foreign government;

Corporate entity (not tax-exempt);

International organization per 26 CFR 1.6049-4;

Corporate entity (tax-exempt);

Other \_\_\_\_\_

(f) Common Parent.

Transferee is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent: Name \_\_\_\_\_

TIN \_\_\_\_\_

2. Data Universal Numbering System (DUNS) Number

(a) Definitions:

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

(2) "Data Universal Numbering System +4 number" and DUNS+4 mean the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR (defined below) records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Federal Acquisition Regulation Subpart 32.11) for the same parent concern.

(b) Transferee shall enter, in part (4) of this provision, the DUNS number or "DUNS+4" that identifies Transferee's name and address exactly as stated in this form.

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

(1) Transferee may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Transferee's  DUNS number or  DUNS+4 number is: 828507405

(e) Lessor must be registered with D&B during performance, and through final payment under this Lease.

### 3. CENTRAL CONTRACTOR REGISTRATION

(a) Definitions

(1) "Central Contractor Registration database" and "CCR" mean the primary Government repository for contractor information required for the conduct of business with the Government. CCR is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements.

(2) "Registered in the CCR database" means that-

- (i) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (ii) The Government has validated all mandatory data fields and has marked the record "Active."

(b) Lessor must be registered in the CCR database during performance and through final payment under this Lease. Transferee must register via the Internet at <http://www.ccr.gov>. To remain active, Lessor is required to update or renew its registration annually. Transferee must be registered in the CCR for this change of ownership to be approved.

(c) Transferee represents that Transferee is registered in the CCR database.

(d) Lessor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, Lessor is required to review and update on an annual basis, (from the date of initial registration or subsequent updates) its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(e) (1) (i) If Lessor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the Lease, Lessor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide to the responsible Contracting Officer the representations contained in this form, fully revised and executed, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.

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

(2) Lessor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to a contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information.

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

<p><b>CHANGE OF OWNERSHIP CHECKLIST</b> This checklist must be returned to the contracting officer.</p>	<p>Lease No.: GS-09B-00094</p>	<p>Address of Premises 315 N. Fifth St., Oxnard, CA 93030</p>
<p>DESCRIPTION OF ITEM</p>	<p>CHECK IF ENCLOSED</p>	<p>REMARKS</p>
<p><b>A. COPY OF RECORDED GRANT DEED (QUITCLAIM OR WARRANTY DEEDS IF APPLICABLE) CONVEYING THE PROPERTY TO TRANSFEREE (ALL LEASES)</b></p>		
<p><b>B. IF TRANSFEREE IS A CORPORATION (AND LEASE EXCEEDS 20,000 SQUARE FEET):</b></p>		
<p>1. Copy of the Transferee's articles of incorporation and bylaws</p>		
<p>2. Copy of resolution signed by all the necessary directors of the corporation authorizing the corporate officer who will sign the Change of Lessor Agreement to bind the corporation to the Lease</p>		
<p>3. Incumbency certificate signed by the Secretary of the Corporation</p>		
<p><b>C. IF TRANSFEREE IS A PARTNERSHIP (AND LEASE EXCEEDS 20,000 SQUARE FEET):</b></p>		
<p>1. Copy of partnership agreement, Statement of Partnership, or Statement of Limited Partnership</p>		
<p>2. Evidence of authority of signatory to bind the partnership if not expressly authorized by the previous item</p>		
<p>3. If signing partner is a partnership or corporation, submit all items required above for each partnership or corporate layer.</p>		
<p><b>D. IF TRANSFEREE IS A LIMITED LIABILITY COMPANY (AND LEASE EXCEEDS 20,000 SQUARE FEET):</b></p>		
<p>1. Copy of Articles of Organization and Operating Agreement.</p>		
<p>2. Evidence of the authority of the signing manager (if the company is manager-managed) or member (if the company is member-managed) to sign, if not expressly authorized by the previous item.</p>		
<p>3. If the signing manager or member is itself another business entity, submit all items required herein for each such partnership, corporate, limited liability company or other business entity layer.</p>		
<p><b>NOTICE</b> If Transferee is not submitting all documents as specified above, Transferee must submit detailed statement explaining absence of documents. Transferee is hereby notified that the failure to submit all necessary documents will delay review of proposed transfer.</p>	<p>City of Oxnard Name of Transferee By: <u>Dr. Irene G. Pinkard</u> Name <u>Mayor Pro Tem</u> Title</p>	<p>Telephone No.: (805) <u>385-7430</u> Date:</p>

CHANGE OF OWNERSHIP CHECKLIST (REV. MAY 1989)

**ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM**

OMB No. 1510-0066

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY		
United States General Services Administration		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALCI):	ACH FORMAT:
	471-00-071	<input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
P.O. Box 17181		
Pt. Worth, Texas 76102-0181		
CONTACT PERSON NAME:	TELEPHONE NUMBER:	
Jackie Smith	( 817 ) 978-9949	
ADDITIONAL INFORMATION:		

**PAYEE/COMPANY INFORMATION**

NAME:	SSN NO. OR TAXPAYER ID NO.
City of Oxnard Finance Department	95-6000756
ADDRESS:	
300 West Third Street	
Oxnard, CA 93030	
CONTACT PERSON NAME:	TELEPHONE NUMBER:
Elvira Kennedy	(805 ) 385-7542

**FINANCIAL INSTITUTION INFORMATION**

NAME:	
Bank of America, N.A.	
ADDRESS:	
275 Valencia Avenue, Brea, CA 92823	
ACH COORDINATOR NAME:	TELEPHONE NUMBER:
Valerie Nelson	(888) 715-1000 x61741
NINE-DIGIT ROUTING TRANSIT NUMBER:	
<u>1</u> <u>2</u> <u>1</u> <u>0</u> <u>0</u> <u>0</u> <u>3</u> <u>5</u> <u>8</u>	
DEPOSITOR ACCOUNT TITLE:	
City of Oxnard	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
14475-50047	
TYPE OF ACCOUNT:	
<input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:
Valerie Nelson	(888) 715-1000 x61741

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 7/2003)  
Prescribed by Department of Treasury  
31 U.S.C. 3322; 31 CFR 210

## Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. **Agency Information Section** - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

APN # 202-0-101-415

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property situated in the County of Ventura, State of California, described as follows:

The Southerly 85 feet of Lots 1, 2, 3, 4, 5, 6 and the Southerly 85 feet of the Easterly 24 feet of Lot 7 in Block "H", as shown on Map No. 4 of Town of Oxnard and North addition to the Town of Oxnard, recorded in Book 5, Page 9 of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances lying in and under said land below in depth of 500 feet from the surface thereof, without the right of surface entry.

Assessor Parcel Number: 202-0-101-415

<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number MCA 94942	Dated 10-03-11
--	----------------------------------	-------------------

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 (MAY 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: \_\_\_\_\_ &  \_\_\_\_\_  
LESSOR GOVERNMENT

GSA FORM 3518 PAGE 1 (REV 1/07)

ATTACHMENT #5  
PAGE 1 OF 7





- (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.

**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, — **October 31, 2011**
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract 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.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

INITIALS: \_\_\_\_\_ &  \_\_\_\_\_  
LESSOR & GOVERNMENT

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**ATTACHMENT #5**  
**PAGE 4 OF 7**



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

- TIN: 95-6000756  
 TIN has been applied for.  
 TIN is not required because:  
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
 Offeror is an agency or instrumentality of a foreign government;  
 Offeror is an agency or instrumentality of the Federal government;

(e) **Type of organization.**

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

(f) **Common Parent.**

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

Name \_\_\_\_\_  
TIN \_\_\_\_\_

9. **52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

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

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

- (1) An Offeror may obtain a DUNS number—  
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:  
(i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
(iii) Company physical street address, city, state and zip code.  
(iv) Company mailing address, city, state and zip code (if separate from physical).  
(v) Company telephone number.  
(vi) Date the company was started.  
(vii) Number of employees at your location.  
(viii) Chief executive officer/key manager.  
(ix) Line of business (industry).  
(x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS: \_\_\_\_\_ &  \_\_\_\_\_  
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**10. DUNS NUMBER (JUN 2004)**

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

DUNS # 081790214

**11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)**

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

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

<b>OFFEROR OR AUTHORIZED REPRESENTATIVE</b>  <b>City of Oxnard, a municipal corp.</b>	<b>NAME, ADDRESS (INCLUDING ZIP CODE)</b> NAME <b>Dr. Irene G. Pinkard</b> STREET <b>300 West Third Street</b> CITY, STATE, ZIP <b>Oxnard, CA 93030</b>  <hr/> <b>Signature Mayor Pro Tem</b>	<b>TELEPHONE NUMBER</b> <b>805-385-7407</b>  <b>10/03/2011</b> <hr/> <b>Date</b>
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INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT