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U.S. Postal Service
Facilities Department
Ground Lease Agreement

94672820



Unit/Post Office Name & Address:

ELSDON PARKING LOT -
CHICAGO, IL 60632-9999

COOK COUNTY

1. This AGREEMENT, made and entered into this 01 day of August, 1994 by and between George Early hereinafter, whether one or more, called 'Owner', and the United States Postal Service, hereinafter called 'Postal Service', an independant establishment of the Executive Branch of the United States Government, its successors and assigns.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Owner hereby conveys and leases to the Postal Service those certain premises hereinafter referred to as the 'Demised Premises' and legally described as follows:

Lot 23 in Block 1 of John Gutherie Smith Subdivision of Block 13 of H. L. Stewart's Subdivision of the SW1/4 of Section 1-38-13, commonly known as 3108 West 47th Street, City of Chicago, State of Illinois.
Assessor's tax number 19-01-326-039-0000

3. TO HAVE AND TO HOLD the Demised Premises, together with the tenements, hereditaments, appurtenances, and easements thereunto belonging, for the base period of 59 months, plus any renewal periods as set forth within this Agreement.

4. This Agreement and all rights and obligations thereunder shall become effective on 08/01/1994.

5. The Postal Service shall pay the Owner an annual rental for the Demised Premises during the base period in the sum of: \$3,300.00

one-twelfth of which shall be payable at the end of each calendar month. Rent for part of a month shall be prorated. Rent checks shall be disbursed as follows:

payable to: George Early
3774 Pioneer Place
San Diego, CA 92103-2818

unless the Contracting Officer is notified, in writing, of any change in payee or addressee at least sixty (60) days before the effective date of the change.

6. The Postal Service shall have the right to renew this Agreement for the following consecutive and successive terms and annual rentals with the first of such renewal terms commencing on the day following the expiration of the base period and with all other terms and conditions of the Agreement to remain the same during said renewal terms, viz:

05 years at \$3,630.00 per year
05 years at \$4,000.00 per year

The renewal option(s) shall be exercised by the Postal Service by giving written notice at least 60 days before the end of the base period or any renewal term thereof. Said notice shall be deemed as given at the time a registered, certified, or Express Mail letter is deposited in the mail to the Owner.

7. This Agreement may be terminated by the Postal Service at any time by giving 60 days written notice in the Owner.

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8. Upon request of the USPS, Owner shall provide complete documentation of owner's legal authority to execute this Agreement.

9. The Owner hereby agrees that upon execution of this Agreement by the Owner, the agents, employees or representatives of the Postal Service shall have the right, subject to the use made of the premises by the Owner, to enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Postal Service's contemplated use of the premises and all other acts necessary or incidental thereto.

10. The Owner covenants and warrants that the Postal Service shall quietly have, hold and enjoy the Demised Premises for the base period and all renewals and extensions thereof, if exercised, subject to the terms, covenants, conditions, provisions, and mortgages or other liens against the Demised Premises which are prior in time and in right to this Agreement. Any encumbrances on title shall be disclosed in writing to the Postal Service prior to the execution of this Agreement. The Owner agrees to furnish, in a form acceptable to the Postal Service, an agreement from such lienors that if they should ever foreclose or otherwise enforce their lien against the property they will do so subject to this Agreement and the rights of the Postal Service hereunder.

11. To the extent applicable, the Owner agrees to cooperate and assist in obtaining any permits, licenses or authorizations necessary and incidental to the construction or placement of improvements on the Demised Premises. Failure of the Owner to so cooperate and assist may be grounds for termination of this Agreement by the Postal Service.

12. The Postal Service shall have the right during the base period and any renewal or extension thereof, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Demised Premises in accordance with local codes and ordinances.

13. Upon the request of the Postal Service, the Owner shall at its expense, record this Agreement in the proper recording office. Said expense shall include all required fees.

14. The Postal Service may sublet or assign all or any part of the Demised Premises, including any improvements thereon, but shall not be relieved from any obligation under this Agreement except as may be agreed to by the Owner and the Postal Service. Each subletting or assignment shall be executed in writing by the sublessee or assignee who shall agree to be bound by and to perform the terms, covenants, and conditions of this Agreement.

15. Improvements, additions and alterations made to the Demised Premises by the Postal Service, its subtenants, or assignees at any time during the base period or any renewal or extension thereof, shall not be construed as diminishing the value of the Demised Premises or as leaving the Demised Premises in as good a condition as existed at the time this Agreement was entered, upon the expiration or termination of this Agreement. All improvements, additions and alterations shall remain the personal property of the Postal Service, consistent with the terms of this Agreement. The Postal Service shall not be required to demolish or remove such improvements but may do so at its option without any liability to the Owner, within _____ days after expiration or termination of this Agreement, during which period no rental obligations shall accrue.

Should the Postal Service elect to remove its improvements, additions and alterations from the Demised Premises, the Postal Service shall return the Demised Premises in a condition consistent with good engineering practices, damages by the elements or circumstances beyond the control of the Postal Service excepted. This provision shall not require the replacement of trees, shrubs, ornamental vegetation, or any other improvements that may have existed on the Demised Premises prior to this Agreement.

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16. 'Friable asbestos material' means any material containing more than 1% asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry. Sites cannot have contaminated soil, water or undisclosed underground storage tanks.

Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently identified on the premises, the Owner agrees to remove such materials or substances upon notification by the U.S. Postal Service at Owner's sole cost in accordance with EPA and/or State guidelines. If the Owner fails to remove the asbestos or hazardous/toxic materials or substances, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Owner by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Owner certifies:

- (1) The property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances including friable asbestos, as defined by applicable State or Federal law.
- (2) There are no undisclosed underground storage tanks or associated piping on the property.

The Owner hereby indemnifies the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any violation of this clause.

Paragraph 17 is applicable when a modular unit or trailer will be placed on the Demised Premises.

17. It is mutually understood that the Postal Service desires to place a modular building or trailer on the Demised Premises. The modular building or trailer, all improvements incident thereto, and all fixtures, machinery, and equipment added to the building, shall remain the personal property of the Postal Service and may be removed from the Demised Premises only by the Postal Service, at any time consistent with the terms of this Agreement.

18. The terms and provisions of this Agreement and the conditions herein are binding on the Owner and all heirs, executors, administrators, successors, and assigns.

19. The following additional provisions, modifications, riders, layouts, exhibits, and/or forms were agreed upon prior to execution of this Agreement and are attached hereto and made a part hereof:

The postal service may, but shall not be required to, remove any parking lot improvements at the time of termination of this lease.

20. The following paragraphs were deleted prior to execution of this Agreement:

None.

21. The undersigned has completed and attached hereto Representations and Certifications.

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Unit/Post Office Name & Address: **ELSDON PARKING LOT -**
CHICAGO, IL 60632-9999 **COOK COUNTY**

EXECUTED BY LESSOR this 18 day of JULY, 1994.

ALL INDIVIDUAL LESSORS/OFFERORS AND SPOUSE MUST SIGN

George Early

George Early

Owner: Address **3774 Pioneer Place San Diego CA 92103-2818**
Telephone No. **(619) 296-3573**
Taxpayer Id No. **561-34-3246**

Witness

Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date

7/19/94

By

Henry O Klein

Contracting Officer
HENRY O KLEIN, MANAGER, REAL ESTATE
222 S RIVERSIDE PL STE 1200
CHICAGO IL 60606-6150

Judy Bolando

WITNESS

James J. ...

WITNESS

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General Conditions to USPS Ground Lease



SECTION A

A.1 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

A.2 CONTINGENT FEES

a. The offeror warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the lessor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its own discretion, to deduct from the contract price or consideration, or otherwise recover from offeror the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings of property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contemplated in this clause.

A.3 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating \$10,000 or more, claims for moneys due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with

1. The contracting officer; and
2. The surety or sureties upon any bonds.

b. Except with the written consent of the Contracting Officer, assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, so long as such transfer is subject to this agreement.

A.4 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the

right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and
2. Subcontracts for public utility services at rates established for uniform applicability to the general public.

A.5 GRATUITIES

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative -

1. Offered or gave a gratuity (such as a gift or entertainment) to an officer or employee of the Postal Service; and
2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.

b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A.6 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

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

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.

1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.

2. For contractor claims exceeding \$50,000, the contractor must submit with the claim a certification that -

- (a) The claim is made in good faith;
- (b) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and
- (c) The amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.

3.

(a) If the contractor is an individual, the certification must be executed by that individual.

(b) If the contractor is not an individual, the certification must be executed by -

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(1) A senior company official in charge at the contractor's plant or location involved; or

(2) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

e. For contractor claims of \$50,000 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 \$50,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.

g. The Postal Service will pay interest on the amount found due and unpaid from-

1. The date the contracting officer receives the claim (properly certified if required); or

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

h. Simple interest on claims will be paid at a rate determined in accordance with the interest clause.

i. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under this contract, and comply with any direction of the contracting officer.

A.7 EQUAL OPPORTUNITY

a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.

b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

c. The contractor must send to each union or workers' representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

g. The contractor must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the contractor becomes involved in, or is threatened with, litigation as a result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

A.8 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

If this contract provides for payments aggregating \$10,000 or more, the following clause is applicable.

a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. 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 in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees that all suitable employment openings of the contractor existing at the time of the execution of this contract or occurring during its performance (including those not generated by this contract and those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates) will be listed at an appropriate local office of the State employment service system where the opening occurs. The contractor further agrees to provide such reports to the local office regarding employment openings and hires as may be required. State and local government agencies holding Postal Service contracts of \$10,000 or more will also list all their suitable openings with the appropriate office of the State employment service.

c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.

d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.

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e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.

f. Definitions

1. "All suitable employment openings" includes openings that occur in the following job categories: production and non-production; plant and office; laborer and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration and part-time employment. It does not include openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement or openings in an educational institution that are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when the requirement of listing would otherwise not be in the best interests of the Postal Service.

2. "Appropriate office of the State employment service" means the local office of the Federal/State national systems of public employment offices with assigned responsibility for serving the area where an employment opening is to be filled.

3. "Openings the contractor proposes to fill from within its own organization" means employment openings for which persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) will not be considered and includes any openings the contractor proposes to fill from regularly established "recall" lists.

4. "Openings the contractor proposes to fill under a customary and traditional employer/union hiring arrangement" means employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.

g. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.

i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state 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 the rights of applicants and employees.

j. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

k. The contractor must include this clause in every subcontract or purchase order of \$10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its

provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.9 BANKRUPTCY

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

A.10 CLEAN AIR AND WATER

The contractor agrees--

a. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 of the Clean Air Act and section 308 of the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

d. To insert the substance of this clause into any nonexempt subcontract, including this paragraph d.

A.11 DRUG-FREE WORKPLACE

a. Applicability. This clause applies to all contracts with individuals without regard to the dollar amount, and to all other contracts over \$50,000.

b. Exceptions. This clause does not apply to those contracts that are to be performed completely outside of the United States, its territories, and possessions.

c. Definitions. As used in this clause:

1. "Controlled substance" means those substances identified in schedules I through V, Section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in 21 CFR Sections 1308.11 through 1308.15.

2. "Conviction" means a finding of guilt (including a finding based on a plea of guilty or a plea of no contest) by any judicial body charged with the responsibility to determine violations of criminal drug statutes.

3. "Criminal drug statute" means a federal or non-federal criminal statute involving drug abuse.

4. "Drug abuse" means the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means any person directly engaged in the performance of work under a Postal Service contract.

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6. "Individual" means a contractor with no employees other than himself or herself.

7. "Workplace" means any site where work is being done in connection with this contract.

d. Requirements

1. Contractors, except as individuals, must provide a drug-free workplace by:

(a) Publishing, publicly posting, and furnishing each employee a statement that drug abuse in the workplace is prohibited and specifying what actions will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform all employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Notifying all employees that, as a condition of continued employment on this contract, the employee must:

(1) Abide by the contractor's prohibition of drug abuse in the workplace; and

(2) Notify the contractor of any criminal drug conviction for a violation occurring in the workplace within five (5) days of such conviction;

(d) Notifying the contracting officer within ten (10) days of receiving a notice of a conviction from an employee or otherwise;

(e) Instituting appropriate personnel action, up to and including termination, against an employee or requiring the employee to complete a drug abuse assistance or rehabilitation program approved by a Federal, State, local health, law enforcement, or other appropriate agency within thirty (30) days of receiving a notice of conviction; and

(f) Making consistent and good faith efforts to maintain a drug-free workplace through implementation of paragraphs d.1.(a) through d.1.(e), above.

2. The contractor, if an individual, must not engage in drug abuse in the performance of this contract.

e. Sanctions. Violation of the terms of this clause may be grounds for the suspension of progress payments, termination for default, and suspension or debarment from eligibility for future Postal Service contracts.

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U.S. Postal Service
Facilities Department
Representations and Certifications



SECTION B

B.1 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable blocks, represents that it --

a. Operates as a corporation incorporated under the laws of the State of _____ an individual, a partnership, a joint venture, a nonprofit organization, or an educational institution; and

b. Is a small business concern, minority-owned enterprise, woman-owned business, labor surplus area concern, educational or other non-profit organization, or none of the above entities.

c. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see USPS Procurement Manual, Chapter 10, Section 1.)

d. **MINORITY BUSINESS ENTERPRISE.** A minority business enterprise is a concern of which at least 51 percent is owned by, and of which the management and daily business operations are controlled by, one or more members of a minority group. (For the purpose of this definition, minority group members are United States citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. "Native Americans" means American Indians, Eskimos, Aleuts, native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Mariana Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)

e. **WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

f. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, is defined in this paragraph.

1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication Area Trends in Employment and Unemployment.

3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication Area Trends in Employment and Unemployment.

g. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

B.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN: _____

c. Check this block if the offeror is owned or controlled by a parent company.

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____

Parent Company's Main Office Address: _____

No. and Street: _____

City: _____ State: _____ Zip Code: _____

Parent Company's TIN: _____

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Facilities Department
Representations and Certifications



e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

B.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the person responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the rejection of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

B.4 CONTINGENT FEE REPRESENTATION

a. The offeror must complete the following representations:

1. The offeror has has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.
2. The offeror has has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees", and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement:

1. Indicating when the completed form was previously furnished;
2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and
3. Representing that the statement on the form is applicable to this proposal.

B.5 CERTIFICATION OF NONSEGREGATED FACILITIES

a. By submitting this proposal, 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 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 this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or 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.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to the so proposed subcontractors (except when they have submitted identical certifications for specific time periods).

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Facilities Department
Representations and Certifications



NOTICE

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

B.6 CLEAN AIR AND WATER CERTIFICATION

a. This certification applies only if (1) the offer exceeds \$100,000, (2) the offer is for an indefinite-quantity and indicates that orders for estimating quantities will exceed \$100,000 in any year, (3) a facility to be used is listed on the EPA List of Violating Facilities because of a criminal conviction, or (4) the contract is not otherwise exempt.

b. The offeror (1) certifies, by checking the applicable box, that any facility to be utilized in the performance of the proposed contract is, is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this proposal, and (2) agrees to notify the contracting officer promptly if any communication is received from the Environmental Protection Agency before contract award indicating that any such facility is under consideration for inclusion on the List.

B.7 LEASES BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES, CONTRACT EMPLOYEES, OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES OR CONTRACT EMPLOYEES

By submitting this proposal, the offeror certifies that the offeror is, is not an employee, a personal service contract employee or a member of the immediate family of a Postal Service employee or personal service contract employee OR a business organization (partnership, corporation, joint venture, etc.) substantially owned or controlled by a Postal Service employee, a personal service contract employee, or a member of the immediate family of a Postal Service employee or personal service contract employee. "Immediate family" means spouse, minor child or children, and other individuals related to the employee by blood who are residents of the employee's household.

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U.S. Postal Service
Facilities Department
Tax Rider - Reimbursement of Paid Taxes



Assessor's Parcel Number: 19-01-326-039-0000

a. The Lessor agrees to pay all general real estate taxes levied on the land and buildings hereby demise. Upon final payment of the annual taxes due, the Postal Service will reimburse the Lessor, as additional rent, for all general real estate taxes applicable to any period of time within the term of this Lease. The Lessor shall pay the general real estate taxes covered herein at such time and in such manner and amount as to obtain any discount allowed by the taxing authority and before any fine, penalty, interest, or cost may be imposed for late or nonpayment. In the event the Lessor fails to pay the general real estate taxes at such time and in such manner and amount and such failure results in the addition of any fine, penalty, interest, or cost to the amount of tax, or the loss of any discount which would have been allowed by the taxing authority for prompt or early payment, the Lessor will be responsible and liable for payment of such fine, penalty, interest, cost, or the amount of lost discount. The Postal Service will be liable only for payment of the net taxes less such discount as would have been allowed for prompt or early payment. The Lessor must submit satisfactory proof of payment and correctness of the tax bill with the claim for reimbursement. Presentation of receipted tax bills must be made to the office shown in paragraph (d) of this rider. General real estate taxes are those which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, and for the purpose of funding general government services. The Lessor must pay all assessment and fees of every kind and nature other than general real estate taxes without reimbursement by the Postal Service. Assessments, "special assessments," or like charges are not considered general real estate taxes under the terms of this Lease.

b. If a part of the general real estate taxes applies to any period prior to the commencement of this Lease or subsequent to the expiration of the term of this Lease and the remainder of the general real estate taxes applies to the period of time within the term of this Lease, the Postal Service will be liable to reimburse the Lessor in the aforesaid manner for only that portion of said taxes applying to the period of time within the term of this Lease.

c. In the event that general real estate taxes for any tax year or part thereof within the term demise apply to the land only, the provisions of this entire article will be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

d. The Lessor must furnish the Postal Service copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon.

In the event that the Lessor does not furnish such notices relating to valuation changes, and a protest or appeal of this assessment valuation in a subsequent year demonstrates that the valuation was excessive, the Lessor will be charged, retroactively, an amount represented by the overpayment of taxes attributable to the excessive assessment, for the year that the lessee lost the opportunity to appeal.

Such notices and tax bills must be delivered or mailed within three days from the receipt thereof by the Lessor to:

Contracting Officer
CHICAGO FSO
222 S. RIVERSIDE PLAZA
SUITE 1200
CHICAGO, IL 60606 6150

or to such other office as the Postal Service may inter direct in writing. The Lessor must pay said general real estate taxes under protest when requested to do so by the Postal Service. The Postal Service may contest the validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Postal Service or in the name of the Lessor or in the names of both. The Lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject for the payment of penalties, costs, or legal expenses in connection with any proceedings brought by the Postal Service. The Postal Service hereby covenants to indemnify and save harmless the Lessor from any such penalties, costs, or expenses. The Lessor must cooperate with the Postal Service in any such proceeding and execute any document or pleadings required for such purposes provided the Lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

e. As the payer of the general real estate taxes, the Postal Service is entitled to any and all monies obtained through refunds and remissions of general real estate taxes that have been paid in any year subsequent to the commencement of the Lease. In the event that any of the monies paid as general real estate taxes, in accordance with terms noted above, are refunded to the Lessor, as a result of an assessment appeal or protest actions, the settlement of such action, or for any other reason whatsoever, such refunded monies must be forwarded within ten days to the Postal Service. If Lessor is informed that he is entitled to a refund or remission of monies paid as general real estate taxes upon the submission of an application, the Lessor will promptly make and file such application and upon receipt of such refund or remission, forward it within ten (10) days to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so forwarded, against rental or other payments due the Lessor.

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G. EARLY
3774 PIONEER PL.
SAN DIEGO
CALIFORNIA 92103

DEPT-01 RECORDING \$43.50
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COOK COUNTY RECORDER