

THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE DTFASW-09-L-00001

1. THIS LEASE, entered into by and between CITY OF JONESBORO, JONESBORO, ARKANSAS, whose address is City of Jonesboro, 515 W. Washington, Jonesboro, Arkansas 72401, and whose interest in the property hereinafter is that of the owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION: The Lessor hereby leases to the Government the following described premises:

Approximately 2,500 square feet for administrative, technical, storage and equipment space in the former Automated Flight Service Station (AFSS) building, a single story building, together with the necessary land site for an engine generator, building with associated equipment including an above ground fuel tank, and three Government owned storage buildings, located at the Jonesboro Municipal Airport, Jonesboro, Arkansas, together with a 5-foot by 5-foot plot of land consisting of a steel tower, situated approximately 30-feet from the east side of the building, and, a 5-foot by 5-foot plot of land consisting of a steel tower and situated approximately 15-feet from the south side of the building, as more particularly described on Drawing No. JBR-E-AFSS-BL-300, dated March 17, 1994, also known as Exhibit "A", and Drawing No. JBR-D-AFSS-BL-350, dated March 23, 2004, also known as Exhibit "B", attached hereto and made a part hereof, to be used for such purposes as determined by the Federal Aviation Administration.

3. TERM: To have and to hold, for the term commencing on October 1, 2008 and continuing through September 30, 2028 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. This lease succeeds number DTFA07-84-L-01034.

4. CANCELLATION: The Government may terminate this lease at any time, in whole or in part if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, by giving at least 60 days 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 of the date of mailing and shall be sent by certified mail, return receipt requested.

5. RENTAL: Rent in the amount of \$6,250.00 per annum payable at the rate of \$6,250.00 per annum shall be payable to the Lessor in arrears and will be due at the end of each Government fiscal year, without the submission of invoices or vouchers, subject to available appropriations. Rent shall be considered paid on the date a check is dated or an

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electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks or funds transferred will be made payable to:

**SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS**

6. SPACE SCHEDULE:

<u>Room</u>	<u>Floor</u>	<u>Sq. Ft.</u>	<u>Rate/SF Bare Space</u>	<u>Jan &amp; Util Services</u>	<u>Total</u>
Total		2,500	\$2.50	\$0.00	\$6,250.00

As approved by the City of Jonesboro, utilities will be waived in accordance with Resolution RES-88-:1665 during the term of the lease.

7. PARKING:

At no additional cost to the Government, the Lessor shall provide, a total of ten (11) off-street parking spaces adjacent to the leased premises for Government vehicles, private vehicles of employees and visitors. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

8. LIGHTING:

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

9. CEILINGS:

Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

10. GENERAL HEALTH AND SAFETY STANDARDS:

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when done by the Lessor accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

11. DOORS:

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Government will be furnished at least two master keys and two keys for each lock. Interior doors must be solid wood and least 32 by 80 inches with a minimum opening of 32 inches and of sturdy construction. Fire doors shall conform with NFPA Standard No. 80. As designated by the Government, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The Government shall provide cores.

Hinges shall be located on the inside of the door, concealed, or otherwise installed so as to be inaccessible from the exterior side when the door is closed. If this is not possible, the hinge pins shall be installed so they cannot be removed by removing the screws. Hinge pins in exterior mounts shall be welded, flanged, or otherwise modified in a manner to prevent their removal.

12. RESTROOMS AND DRINKING FOUNTAINS:

Separate toilet facilities for men and women shall be provided on each floor where the Government leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the Government leases space.

13. INTERIOR PAINTING OF LEASED PREMISES:

Prior to occupancy all surfaces must be newly painted with non-lead based paint in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least every five years of Government occupancy under this lease or any renewal thereof. All painting shall be accomplished by the Lessor using a washable paint. Color(s) shall be acceptable to the Government. This includes moving and return of furniture.

Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

14. WINDOW AND FLOOR COVERING:

All exterior windows shall be equipped with mini blinds. Floors will be carpeted with a commercial grade of carpet tile acceptable to the Government. Existing floor and window covering may be accepted at the discretion of the contracting officer however, prior to occupancy all carpeting, window covering and/or mini blinds shall be cleaned.

At no additional cost to the Government, the Lessor shall replace carpeting at least every 5 years during Government occupancy or any time during the lease when:

- \* Backing or underlayment is exposed
- \* There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

**SECTION B - SERVICES, UTILITIES, AND MAINTENANCE**

15. GAS, UTILITIES AND SERVICES:

Gas, utilities, services, and maintenance will be provided daily at no expense to the Government. Services supplied to technical equipment shall be supplied 24 hours a day, seven days a week. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, and Government office machines without additional payment. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease. The Lessor shall provide to the Government, as part of the rental consideration, the following:

- a. Water: Fresh and potable chilled water through the Lessor's owned and maintained drinking fountain available to the premises occupied by the Government. Potable hot and cold water shall be furnished for use by the Government in the Lessor's owned and maintained male/female toilet facilities available to the leased premises.
- b. Sewage: Plumbing and sewage system adequate to provide waste disposal for the Lessor's owned and maintained toilet facilities and for waste drains within the leased premises.
- c. Electricity: Electrical power to the premises for the operation of lights, electrical outlets, communications equipment, HVAC system, office machines and Government-owned operation equipment.
- d. Electrical Supplies and the Installation Thereof: Said supplies being replacement of fluorescent tubes, ballasts, and starters as required. It shall be the responsibility of the Lessor to dispose of used or replaced fluorescent tubes in a safe manner.



e. Waste Disposal: The Lessor shall dispose of all paper or trash collected and removed from the leased premises.

f. Heating, Air-Conditioning and Mechanical Ventilation: Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

g. Common Area Break Room: The Lessor shall provide to the Government the usage of the common area break room and equipment within at all times. It is understood by the Lessee that common areas are subject to more intensive use by the Lessor during actual emergencies, for the management and organization of emergency services and that during these times use by Lessee of the common area may be restricted for the duration of the emergency.

#### 16. ELECTRIC SERVICE COORDINATION:

Lessor shall coordinate any connection of new power circuits to existing power panels with the Manager, Systems Support Center, as the Government-owned engine generator and/or uninterruptible power supply may be feeding the power panels. Operational Government-owned equipment vital to the safety of the flying public remains connected.

#### 17. JANITORIAL SERVICE SPECIFICATIONS:

The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule shall be typical for the level of services required. However, frequency or method of service will be performed to a level consistent with the building standards that apply to all tenants, and the Government's evaluation will be based on results, not the frequency or method of performance.

a. Daily: Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock, dock areas and platforms. Clean glass entry doors to the Government-demised area.

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b. Weekly: Damp mop and spray buff all resilient floors in toilets. Sweep sidewalks, parking areas, and driveways (weather permitting).

c. Every Two Weeks: Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

d. Monthly: Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

e. Every Two Months: Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

f. Three Times a Year: Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies.

g. Twice a Year: Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

h. Annually: Wash all mini blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Strip and finish floors in secondary lobbies and corridors. Shampoo carpets in corridors and lobbies.

i. Every Two Years: Shampoo carpets in all offices and other non-public areas.

j. As Required: Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes moving and returning of furniture).

#### 18. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES:

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government's facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by both parties.

#### 19. OTHER SERVICES:

a. Grounds Maintenance: The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior

walks and parking areas around the premises, prior to and during the Government's normal operating hours.

b. Pest Control: The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the Government before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

### **SECTION C – SPECIAL BUILDOUT REQUIREMENTS**

#### **20. 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 a private contractor. Alternately, the Government may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government's. In any event, the Lessor shall provide a wall-mounted panel for telephone cables and equipment. A rack for the telephone processing units is also required. Flooring shall be vinyl tile.

### **SECTION D – MISCELLANEOUS**

#### **21. NET USABLE SPACE:**

Net usable space is the method of measurement for the area for which the Government will pay a square foot rate.

If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of the tenant separating partitions.

In either case, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:

- a. Toilets and lounges
- b. Stairwells
- c. Elevators and escalator shafts
- d. Building equipment and service areas
- e. Entrance and elevator lobbies
- f. Stacks and shafts, and
- g. Corridors in place or required by local codes and ordinances.

Unless otherwise noted, all references in this lease to square feet shall mean net usable square feet, (nurf).

22. INTERFERENCE WITH GOVERNMENT OPERATIONS:

The Lessor agrees that in the event any of the Lessor's operations or facilities located on the demised premises causes interference with the Government's operations conducted on the leased premises, the Lessor shall, upon being notified by the Government's Contracting Officer, make every reasonable effort to eliminate the cause of such interference.

23. INSTALLATION OF ANTENNAS, CABLES, AND OTHER APPURTENANCES:

The Government shall have the right to install, operate, and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop necessary buildings and structures or at other locations where deemed necessary by the Government.

24. SECURITY REQUIREMENTS:

Due to interior protective measures required by the Government for their facility security, the Government hereby agrees to construct security walls within the building. Each room shall have Best Lock, signage, astragals and hinges pinned, as required to meet minimum security requirements.

25. NON-RESTORATION:

The Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the Government may abandon in place any or all of the structures, improvements, and/or equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed by the Government to the Lessor in writing.



26. HOLDOVER:

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises.

27. LIABILITY:

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 *et seq.*), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

28. LESSOR ACCESS:

The Government hereby grants the Lessor a revocable permit to enter the Government's leased premises for any purpose under the contract for the installation, operation and maintenance of the premises. Authorized representatives of the Lessor will be allowed access to the facilities at suitable times to perform the obligations of the Lessor with respect to such facilities. It is expressly understood, however, that the proper Government authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

29. ATTACHMENTS:

The following are attached hereto and made a part hereof:

- a. Corporate Certificate
- b. General Clauses, Articles 1 through 33
- c. Exhibit "A", Floor plan
- d. Exhibit "B", Site

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30. NOTICES:

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR: City Of Jonesboro  
P.O. Box 1293  
Jonesboro, Arkansas 72403

TO GOVERNMENT: Department of Transportation  
Federal Aviation Administration  
Real Estate and Utilities Group, ASW-53  
2601 Meacham Blvd  
Fort Worth, TX 76137

IN WITNESS WHEREOF, the parties hereto have signed their names:

NAME AND TITLE OF OWNER	SIGNATURE OF OWNER	DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AN AUTHORIZED CONTRACTING OFFICER.		
SHARON E. WYNN CONTRACTING OFFICER	SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	DATE

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the Corporation named in the foregoing agreement, that \_\_\_\_\_  
who signed on behalf to said corporation, was then \_\_\_\_\_ thereof,  
that said agreement was duly signed for and in behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed by \_\_\_\_\_

CORPORATE SEAL

# GENERAL CLAUSES

## U. S. GOVERNMENT LEASE FOR REAL PROPERTY

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### 1. PAYMENT BY ELECTRONIC FUNDS TRANSFER:

(Oct-06)

#### a. Method of payment:

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (a)(3) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either;
- Accept payment by check or
  - Request the Government to extend the payment due date until time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Lessor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is permanent, and the Lessor must register for EFT when the circumstances that justified the waiver change.

b. Lessor's EFT information: The Government will make payment to the Lessor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Lessor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration-Real Property"). If the Lessor is granted an exemption from CCR, the Lessor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

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

d. Suspension of Payment: If the Lessor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Lessor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will to be deemed not a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

#### e. Liability for incomplete or erroneous transfers:

- If an incomplete or erroneous transfer occurs because the Government used the Lessor's EFT information incorrectly, the Government remains responsible for:
  - Making a correct payment;
  - Paying any late payment penalty due; and
  - Recovering any erroneously directed funds.
- If an incomplete or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
  - If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of any erroneously directed funds; or
  - If the funds remain under the control of the payment office, the Government will make payments under the provisions of paragraph (d) "Suspension of Payment".

f. EFT and payment terms: A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System,



the date specified for settlement of the payment is on or before the payment due date, provided the specific payment date is a valid date under the rules of the Federal Reserve System.

g. EFT and assignment of claims: If the Lessor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Lessor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

h. EFT and change of Name or Ownership Changes: If the Lessor transfers ownership of the property under lease or changes its business name, it will follow the requirement of section (g) of clause, "Central Contractor Registration – Real Property".

i. Liability for change of EFT information by financial agent: The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

j. Payment information: The accounting office will forward to the Lessor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Lessor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the Internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

2. INSPECTION:

(Oct-96)

The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

3. DAMAGE BY FIRE OR OTHER CASUALTY:

(Oct-96)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased space is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

4. MAINTENANCE OF THE PREMISES:

(Oct-96)

The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

5. FAILURE IN PERFORMANCE:

(Oct-96)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may, deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute a default by the Government on this lease.

6. DEFAULT BY LESSOR:

(Oct-96)

Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time, (b) 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 such failure which shall remain uncured for a period of time as specified by the Contracting Officer, following Lessor's receipt of notice thereof from the Contracting Officer, (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If a default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

7. ALTERATIONS:

(Oct-96)

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 subject to the Lessor's approval not to be unreasonably withheld. The Parties herein mutually agree and understand that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the Government shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

8. OFFICIALS NOT TO BENEFIT:

(Oct-96)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

9. COVENANT AGAINST CONTINGENT FEES:

(Aug-02)

The Lessor 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.

10. ANTI-KICKBACK:

(Oct-96)

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 lease price charged by a Lessor to the United States or in the lease price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

11. CONTRACT DISPUTES:

(Nov-03)

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes shall be in writing and shall be filed at the following address: Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Ave., S.W., Room 323, Washington, DC 20591. Telephone: (202) 267-3290, Facsimile: (202) 267-3720;

A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. The full text can be found via Internet at Contract Dispute Full Clause.

12. PROTEST:

(Nov-03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

Protests shall be in writing and shall be filed at: Office of Dispute Resolution for Acquisition, AGC-70 Federal Aviation Administration, 800 Independence Ave, S.W., Room 323, Washington, DC 20591. Telephone: (202) 267-3290, Facsimile: (202) 267-3720.

At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

A protest is considered to be filed on the date it is received by the ODRA and shall be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. The full text can be found via Internet at Protest Full Clause.

13. INTEREST FOR LATE PAYMENTS:

(Oct-96)

If requested from the Lessor, the Government will pay an interest penalty when payment is not made within 30 days of the due date.

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. Rent shall be paid in arrears and will be due on the first workday of each month/quarter and only as provided for by the lease.

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. Interest penalties of less than \$1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporarily withheld or retain in accordance with the terms of the contract.

Payments other than rent, the Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. An invoice shall include the following items:

- (i) Name and address of the Lessor.
- (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



14A. CENTRAL CONTRACTOR REGISTRATION – REAL PROPERTY:

(Oct-06)

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

a. Definitions. As used in this clause:

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

“Contractor” is synonymous with “Lessor” for real property leases or other contracts. Also, reference to “Awardee” or “Offeror” are synonymous with “Lessor” for leases.

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

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

“Registered in the CCR database,” means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

b. By submission of an offer, the offeror acknowledges that:

1. A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.
2. The offeror will enter, in the space provided on the clause, Contractor Identification Number; Data Universal Numbering System (DUNS) Number – Real Property; the offerors DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

1. An offer may obtain a DUNS number:
  - a. If located with the United States by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - b. If located outside the United States, by contacting the local Dun and Bradstreet office.
2. The offeror will be prepared to provide the following information:
  - a. Company\* legal business.
  - b. Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - c. Company Physical Street Address, City, State, and ZIP Code.
  - d. Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - e. Company Telephone Number.
  - f. Date the company was started.
  - g. Number of employees at your location.
  - h. Chief executive officer/key manager.
  - i. Line of business (industry).
  - j. Company Headquarters name and address (reporting relationship within your entity).

\*Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to Dun & Bradstreet.



d. If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

e. Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this lease.

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

g. Changes

1. Name or Ownership Changes

a. If a Contractor has legally changed its business name, "doing business as" name, or division name (which ever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

1. Change the name in the CCR database;

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

b. Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g) (1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

2. Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than the Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

h. Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration," certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information - Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Funds Transfer - Real Property."

i. 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.

14B. CONTRACTOR IDENTIFICATION NUMBER; DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER – REAL PROPERTY:

(Oct-06)

a. Definitions. As used in this clause:

“Contractor Identification Number,” as used in this provision, means “Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause).

“Data Universal Numbering System +4 (Duns+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

b. Contractor Identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: 073540288

c. If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the Internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause “Central Contractor Registration – Real Property.”

14C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR):

(Oct-06)

In accordance with clause, “Central Contractor Registration – Real Property,” and execution of this lease, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, “Contractor identification Number – Data Universal Numbering System (DUNS) Number – Real Property.”

15. EXAMINATION OF RECORDS:

(Aug-02)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract.

16. FIRE AND SAFETY REQUIREMENTS:

(Aug-02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this lease. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the government) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform with NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer’s recommendations.

Fire safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

20. INDOOR AIR QUALITY:

(Aug-02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

21. SECURITY:

a. Facility Security:

(Jan-07)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at Security & Hazardous Materials Division, ASW-700, Fort Worth, TX 76193 for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

b. Contractor Personnel Suitability Requirements :

(Jan-07)

1. This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- a. Facilities;
- b. Sensitive information; and/or
- c. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, Paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

2. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

3. Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.



- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified, as either, a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400, Room 315, Washington, DC 20591

Regional and Center Contracts:

Security & Hazardous Materials Division, ASW-700, Fort Worth, TX 76193

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

4. The contractor must submit the information required by Section 3 of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section 3 of this Clause.

5. The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

6. No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

7. As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.



8. The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section 3 of this Clause is terminated from performance on the contract.

9. The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

10. The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

11. Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

12. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

13. The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

14. The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

15. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

c. Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals:

(Jan-07)

1. It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

2. In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold appropriate amount for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

3. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

4. The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items

Portable fire extinguishers shall be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No. 10.

17. WARRANTY OF SPACE:

(Aug-02)

a. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this lease, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, Lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

b. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

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

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

e. Definitions.

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

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

18. OSHA REQUIREMENTS:

(Oct-96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) Safety and Health Standards (29 CFR 1910 and 1926).

19. RADON:

(Oct-96)

Radon levels in space leased to the Government shall not equal or exceed the EPA action level for homes of 4 picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the Lessor shall develop and promptly implement a plan of corrective action.



not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

5. Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Security & Hazardous Materials Division, ASW-700, Fort Worth, TX 76193. Electronic keying cards are handled in the same manner as metal keys.

6. Each contract employee, during all times of on-site performance at the leased facility must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV cardholder must not affix pins, stickers, or other decorations to the PIV.

a. Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to Security & Hazardous Materials Division, ASW-700, Fort Worth, TX 76193 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

b. To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Security & Hazardous Materials Division, ASW-700, Fort Worth, TX 76193. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Security & Hazardous Materials Division, ASW-700, Fort Worth, TX 76193.

c. The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

7. The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

d. Escort Clause:

(Jan-07)

When the SSE has determined that contractor employees or other persons by agreement are exempt from any investigative requirements, those contractor employees must be escorted at all times by an FAA or contractor personnel who have been appropriately investigated, favorably adjudicated, and authorized to provide escort, while on FAA premises having access to FAA facilities, sensitive information, and/or resources. The escort must keep the escort-required contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions.

e. Foreign Nationals as Contractor Employees:

(Jan-07)

1. Each employee of the contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

2. Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, Chapter 5, Paragraph 7 & 8:

- a. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, Chapter 5, Paragraph 9;
- b. A risk or sensitivity level designation can be made for the position; and
- c. The appropriate security-related background investigation/inquiry can be adequately conducted.

3. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

f. Sensitive Unclassified Information (SUI):

(Jan-07)

1. Sensitive information must be restricted to specific contractors who:

- a. Have a need "to know" to perform contract tasks;
- b. Meet personnel suitability security requirements to access sensitive information; and
- c. Successfully complete a non-disclosure agreement (NDA).

2. The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- a. Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- b. Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- c. Procedures for protecting against co-mingling of information with general contractor data system/files;
- d. Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- e. Procedures for the reproduction of subject material;
- f. Procedures for reporting unauthorized access; and
- g. Procedures for the destruction and/or sanitization of such material.

22. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT:

(Oct-96)

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. The Parties hereto mutually agree that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attomed to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/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 that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

23. NO WAIVER:

(Oct-96)

No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

24. INTEGRATED AGREEMENT:

(Oct-96)

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 this lease.



25. ASSIGNMENT OF CLAIMS:

(Oct-96)

Pursuant to the assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

26. COMPLIANCE WITH APPLICABLE LAWS:

(Oct-96)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both , of 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. This lease shall be governed by Federal law.

27. LESSOR'S SUCCESSORS:

(Oct-96)

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

28. SUBLEASE:

(Oct-96)

The Government reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms and conditions of this lease, unless otherwise agreed upon with the Lessor.

29. EQUAL OPPORTUNITY:

(Oct-96)

The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

30. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS:

(Oct-96)

The Lessor 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. If the Lessor 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.

31. AFFIRMATIVE ACTION FOR DISABLED WORKERS:

(Oct-96)

The Lessor 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. If the Lessor 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.

32. ACCESSIBILITY:

(Oct-06)

The building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABASS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

33. SEISMIC SAFETY:

(01/07)

a. Existing Buildings:

Unless it is determined by the GOVERNMENT'S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary* issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

#### *COMPLIANCE with LIFE SAFETY*

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement.

#### *LESS THAN LIFE SAFETY*

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease. BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (9/98) - All construction performed under this contract must, as a minimum, be in accordance with current Acceptable Model Codes. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to a seismic safety standard equivalent to either the current National Earthquake Hazards Reduction Program (NEHRP) recommendations [current as of the date of the solicitation or the screening information request] or a version of the following building codes which has been determined by the Interagency Committee on Seismic Safety in Construction (ICSSC) to meet the NEHRP recommendations: 1) International Conference of Building Officials (ICBO) Uniform Building Code, 2) Building Officials and Code Administrators International (BOCA) National Building Code or 3) Southern Building Code Congress (SBCC) Standard Building Code. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event the building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.



b. Seismic Safety for New Construction:

All construction performed under this contract must, as a minimum, be in accordance with current edition of the International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification.

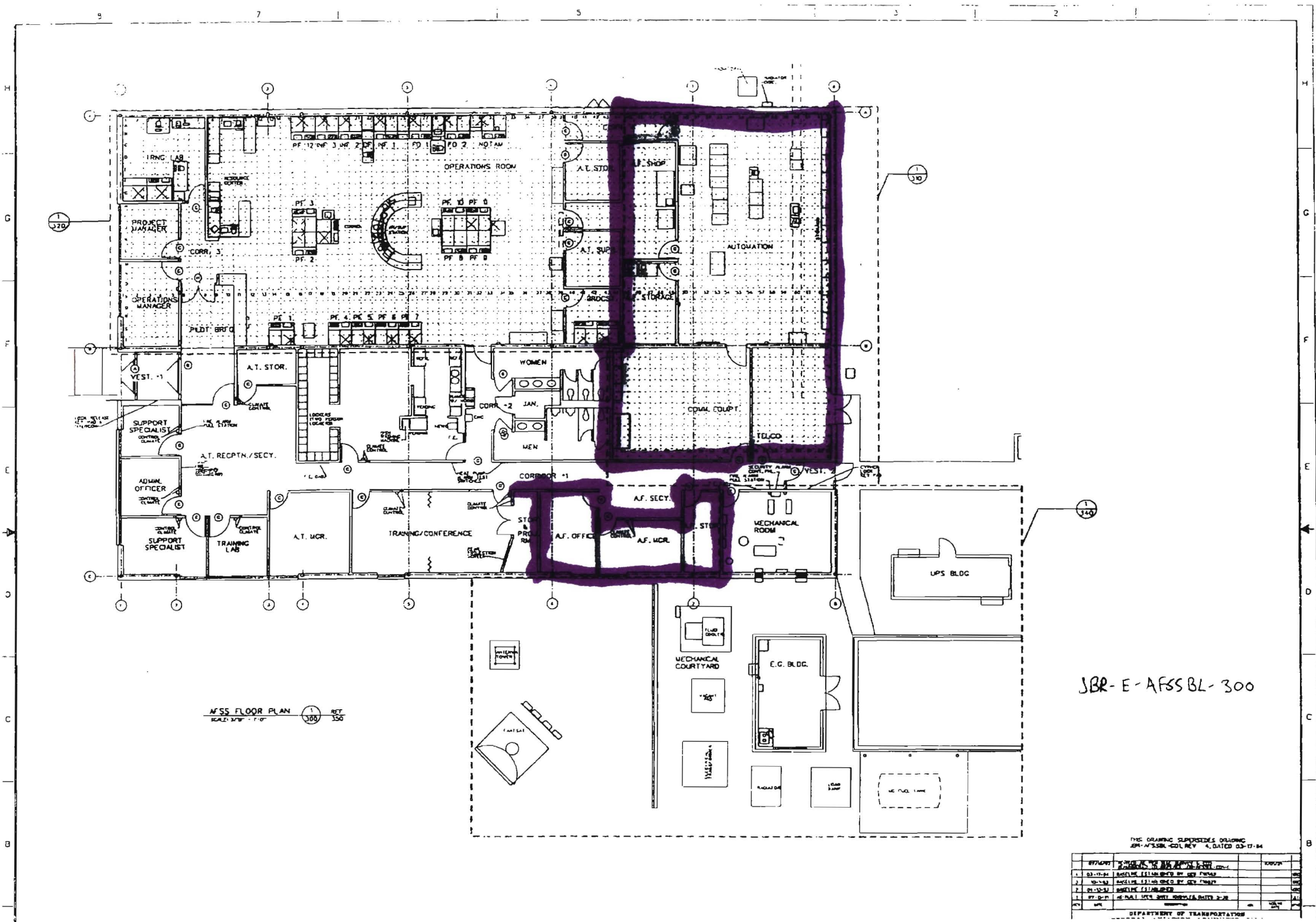
During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

(End)

(Rev. 08/07)



THIS DRAWING SUPERSEDES DRAWING  
JBR-AFSSBL-COL REV 4, DATED 03-17-84

REV	DATE	DESCRIPTION	BY	CHK
1	03-17-84	BASELINE ESTABLISHED BY NEW PLAN		
2	04-15-84	BASELINE ESTABLISHED BY NEW PLAN		
3	05-15-84	BASELINE ESTABLISHED		
4	07-20-84	REPLACE VEST. 1 WITH DOUBLE DOOR 2-2		

DEPARTMENT OF TRANSPORTATION

