

# CHANGE REQUEST COVER SHEET

**Change Request Number:** 13-44

**Date Received:** 3/13/2013

**Title:** AMS Real Property Guidance Updates

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**Name:** Charles Baldwin

**Phone:** 571-205-8427

**Policy OR Guidance:** Guidance

**Section/Text Location Affected:** Sections 1.2 and 2.5

**Summary of Change:** Updating clause matrices for correct dates and clause names.

**Reason for Change:** The clause matrices for land and space are either outdated or have incorrect clause names in certain instances.

**Development, Review, and/or Concurrence:** ALO-200, AGC-520, WLSA, ELSA, CLSA, ALO-300

**Target Audience:** Real Estate Contracting Officers

**Potential Links within FAST for the Change:** N/A

**Briefing Planned:** No

**ASAG Responsibilities:** None

**Potential Links within FAST for the Change:** N/A

**Links for New/Modified Forms (or) Documents (LINK 1)** [null](#)

**Links for New/Modified Forms (or) Documents (LINK 2)** [null](#)

**Links for New/Modified Forms (or) Documents (LINK 3)** [null](#)

## SECTIONS ADDED:

Real Estate Guidance :

**Section 1.2.2 : Easement Clause Matrix** [\[New Content\]](#)

## SECTIONS EDITED:

Real Estate Guidance :

**Section 1.2 : Land Clause Matrix** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 4.2 : Utility Clause Matrix** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.5 : Space Clause Matrix** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.4.16 : Environmental / Sustainability / Energy** [\[Old Content\]](#)[\[New Content\]](#)  
[\[RedLine Content\]](#)

Real Estate Guidance :

**Section 6.2 : Real Estate Career Levels** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

## SECTIONS ADDED:

Real Estate Guidance :

**Section 1.2.2 : Easement Clause Matrix**

### Legend:

**Mandatory (M)** – When applicable these clauses shall be included in agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

**Recommended (R)** – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. The RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

**Optional (O)** – The RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

CLAUSE TITLE	DATE OF CLAUSE	PERPETUAL EASEMENT	RESTRICTIVE AERIAL EASEMENT	PRESCRIPTION
Binding Effect	Jul-12	N/A	M	Insert in all restrictive aerial easements.
Cancellation	Jul-12	N/A	M	Insert in all restrictive aerial easements.
Clauses by Reference	Jul-12	M	M	Insert in all easements.
Compatible Uses by Grantor	Jul-12	M	N/A	Insert in all perpetual easements.
Consideration	Jul-12	M	M	Insert in all easements. The RECO must check the box of the consideration clause that applies to the lease and delete the other non-applicable clause.

Certificate of Acknowledgement w/Notary	Jul-12	M	M	Insert in all easements.
Deed of Easement	Jul-12	M	M	Insert in all easements. Referred to as “Restrictive Aerial Easement Agreement” for restrictive aerial easements.
Disputes	Jul-12	M	M	Insert in all easements.
Drawings	Jul-12	M	M	Insert in all easements.
Duties & Obligations of the Grantor	Jul-12	M	N/A	Insert in all perpetual easements.
Easement Property	Jul-12	M	M	Insert in all easements. Included in the “Description of the Easement Area” clause in the Perpetual Easement.
Easement Purpose	Jul-12	M	M	Insert in all easements. Referred to as “Purpose(s)” in the perpetual easement.
General Provisions	Jul-12	M	N/A	Insert in all perpetual easements.
Grant of Easement	Jul-12	N/A	M	Insert in all restrictive aerial easements.
Holdover	Jul-12	M	M	Insert in all easements.
Legal Authorities	Jul-12	M	M	Insert in all easements.
Notices	Jul-12	M	M	Insert in all easements.
Rights of the Government	Jul-12	M	N/A	Insert in all perpetual easements.
Rights of the Government and Grantor	Jul-12	M	N/A	Insert in all perpetual easements.
Rights Reserved in the Grantor	Jul-12	M	N/A	Insert in all perpetual easements.
Scope of Easement	Jul-12	N/A	M	Insert in all restrictive aerial easements.
Signature Blocks	Jul-12	M	M	Insert in all easements.
Term of Easement	Jul-12	M	M	Insert in all easements.
Witneseth	Jul-12	M	M	Insert in all easements.

## SECTIONS EDITED:

### **Section 1.2 : Land Clause Matrix**

**Old Content:** Real Estate Guidance :

#### **Section 1.2 : Land Clause Matrix**

CLAUSE TITLE	DATE OF CLAUSE	ON AIRPORT	OFF AIRPORT	MEMORANDUM OF AGREEMENT (MOA)	PRESCRIPTION
Anti-Kickback	Oct-96	M	M	M	Insert in all leases IAW 41 U.S.C. 51-58.

					In the MOA incorporated by reference.
Assignment of Claims	Oct-96	N/A	R	N/A	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Cancellation	Aug-02	M	M	M	Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause.
Central Contractor Registration - Real Property	Oct-06	M	M	N/A	<p>Insert in all cost leases, unless the RECO grants an exception to use of CCR per provisions of Section 3.1.4.2. Clauses, <b>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property (Oct -06)</b> and</p> <p><b>Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause.</b> If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert</p> <p><b>Contractor Payment Information – Non-CCR (October 2006)</b></p>
Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property	Oct-06	M	M	N/A	Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR.
Certification of Registration in Central Contractor Registration (CCR)	Oct-06	M	M	N/A	Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR
Contractor Payment Information – Non-CCR	OCT-06	M*	M*	N/A	<p>*Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property,</p> <p>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property, and</p> <p>Certification of Registration in Central Contractor Registration (CCR) must be deleted from the contract. Also the</p>

					vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form.
Consideration (Cost)	Aug-02	M	M	N/A	Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease.
Consideration (No Cost)	Aug-02	M	M	M	Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases must have clearly defined consideration.
Covenant Against Contingent Fees	Oct-96	M	M	M	Insert in all leases IAW 41 USC 254. For MOA incorporated by reference.
Day-to-Day Lease Extension	Aug-02	O	O	N/A	This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease.
Payment by Electronic Fund Transfer—Real Property	Oct-06	M	M	N/A	Insert in all "cost" leases IAW 31 U.S.C. 333.
Examination of Records	Oct-96	M	M	M	Insert in all leases.
FAA Facilities	Oct-05	N/A	N/A	M	This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement.
Funding Responsibility For Government Facilities	Oct-96	M	N/A	M	This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government.
Hazardous Substance Contamination	May-00	M*	N/A	M	Insert in all <b>on airport</b> leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with Government activity. Having this clause

					may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction.
Interest For Late Payments	Aug-02	N/A	O	N/A	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases.
Interference with Government Operations	Oct-96	M	N/A	M	Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone.
Lease Succession	Aug-02	M	M	M	Insert in follow-on contracts to track continuity of data.
Non-Restoration	Oct-96	M	M	M	Insert in all leases in order to make the Government's intention of not restoring the premises and abandoning the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore.  This clause is mandatory for a MOA; however the RECO can remain silent on this clause if the airport sponsor will agree.
Notification of Change in Land Title	Aug-02	M	M	N/A	Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property
Notices	Oct-96	M	M	M	Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts. A change in this information requires a contract modification.
Officials Not to Benefit	Oct-96	M	M	M	Insert in all leases IAW 41 U.S.C. 22
Premises	Aug-02	M	M	N/A	Insert in all leases. This clause is

					required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights.
Purpose	Oct-05	N/A	N/A	M	Insert in all MOAs to define the FAA air traffic activities with airport sponsor.
Contract Disputes	Nov-03	M	M		Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.
Protest	Nov-03	M	M		Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.
Quiet Enjoyment	Oct-96	M	M	N/A	Insert in all leases. This clause is required by the basic contracting principle to protect the FAA's full rights to the property.
Renewal Options	Mar-04	M	M	N/A	Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised.
Restoration Clause – Alternate A	Jan-07	O	N/A	O	This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause.
Restoration Clause – Alternate B	Jan-07	N/A	O	N/A	This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause.
Signature Block	Apr-04	M	M	M	Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be

					modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized.
Subordination, Nondisturbance and Attornment	May-04	M	M	N/A	Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment.
Term	Jun-04	M	M	M	<p>Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p>
Title to Improvements	Oct-05	N/A	N/A	M	Insert in all MOAs to define title to improvements.
FORMS	Oct-05	N/A	N/A	M	Any modifications or additions to this list must be signed by the lessor and the FAA.
List of Facilities					

**New Content: Real Estate Guidance :**  
**Section 1.2 : Land Clause Matrix**

**Legend:**

**Mandatory (M)** – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

**Recommended (R)** – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. The RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.



**Optional (O)** – The RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

CLAUSE TITLE	DATE OF CLAUSE	ON AIRPORT	OFF AIRPORT	MEMORANDUM OF AGREEMENT (MOA)	PRESCRIPTION
Anti-Kickback	Oct-96	M	M	M	Insert in all leases IAW 41 U.S.C. 51-58.  In the MOA incorporated by reference.
Assignment of Claims	Oct-96	N/A	R	N/A	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Cancellation	Aug-02	M	M	M	Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause.
Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property	Jan-13	M	M	N/A	Must be included with SAM Clause above or deleted if CO grants an exception to use of SAM.
Certification of Registration in System for Award Management (SAM)	Jan-13	M	M	N/A	Must be included with SAM Clause above or deleted if CO grants an exception to use of SAM.
Contractor Payment Information – Non-SAM	Jan-13	M*	M*	N/A	*Insert in all leases where the CO has documented and granted an exception to use of SAM per provisions of Guidance Section 3.1.4.1 : System for Award Management (SAM). If this clause is used, delete the following clauses: “System for Award Management - Real Property”, “Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property”, and “Certification of Registration in System for Award Management (SAM)”.
Consideration (Cost)	Aug-02	M	M	N/A	Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease.
Consideration (No Cost)	Aug-02	M	M	M	Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases

					must have clearly defined consideration.
Contract Disputes	Nov-03	M	M	N/A	Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.
Covenant Against Contingent Fees	Oct-96	M	M	M	Insert in all leases IAW 41 USC 254. For MOA incorporated by reference.
Day-to-Day Lease Extension	Aug-02	O	O	N/A	This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease.
Examination of Records	Aug-02	M	M	M	Insert in all leases.
FAA Facilities	Oct-05	N/A	N/A	M	This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement.
Funding Responsibility For Government Facilities	Oct-96	M	N/A	M	This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government.
Hazardous Substance Contamination	May-00	M*	N/A	M	Insert in all <b>on airport</b> leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with Government activity. Having this clause may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction.
Interest For Late Payments	Aug-02	N/A	O	N/A	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not

					needed for on airport leases.
Interference with Government Operations	Oct-96	M	N/A	M	Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone.
Lease Succession	Aug-02	M	M	M	Insert in follow-on contracts to track continuity of data.
Non-Restoration	Oct-96	M	M	M	Insert in all leases in order to make the Government's intention of not restoring the premises and abandoning the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore.  This clause is mandatory for a MOA; however the RECO can remain silent on this clause if the airport sponsor will agree.
Notification of Change in Land Title	Aug-02	M	M	N/A	Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property.
Notices	Oct-96	M	M	M	Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts. A change in this information requires a contract modification.
Officials Not to Benefit	Oct-96	M	M	M	Insert in all leases IAW 41 U.S.C. 22
Payment by Electronic Fund Transfer	Jan-13	M	M	N/A	Insert in all "cost" leases IAW 31 U.S.C. 333.
Premises	Aug-02	M	M	N/A	Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights.
Purpose	Oct-05	N/A	N/A	M	Insert in all MOAs to define the FAA air traffic activities with airport sponsor.
Protest	Nov-03	M	M	N/A	Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.
Quiet Enjoyment	Oct-96	M	M	N/A	Insert in all leases. This clause is required by the basic contracting

					principle to protect the FAA's full rights to the property.
Renewal Options	Jul-07	M	M	N/A	Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised.
Restoration Clause – Alternate A	Jan-07	O	N/A	O	This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause.
Restoration Clause – Alternate B	Jan-07	N/A	O	N/A	This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause.
Signature Block	Aug-02	M	M	M	Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized.
Subordination, Nondisturbance and Attornment	Oct-96	M	M	N/A	Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment.
System for Award Management - Real Property	Jan-13	M	M	N/A	Insert in all cost leases, unless the RECO grants an exception to use of SAM per provisions of Guidance Section "3.1.4.1 : System for Award Management (SAM)".
Term	Aug-02	M	M	M	Insert in all leases in order to comply with the basic contracting principle that

					<p>all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p>
Title to Improvements	Oct-05	N/A	N/A	M	Insert in all MOAs to define title to improvements.
FORMS	Oct-05	N/A	N/A	M	Any modifications or additions to this list must be signed by the lessor and the FAA.
List of Facilities					

**Red Line Content:** Real Estate Guidance :

## **Section 1.2 : Land Clause Matrix**

### **Legend:**

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CLAUSE TITLE	DATE OF CLAUSE	ON AIRPORT	OFF AIRPORT	MEMORANDUM OF AGREEMENT (MOA)	PRESCRIPTION
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					In the MOA incorporated by reference.
Assignment of Claims	Oct-96	N/A	R	N/A	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Cancellation	Aug-02	M	M	M	Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause.
<del>Central Contractor Registration—Real Property Oct-06 M M N/A</del> <del>Insert in all cost leases, unless the RECO grants an exception to use of CCR per provisions of Section 3.1.4.2.—Clauses, Contractor Identification Number—Data Universal Numbering System (DUNS) Number—Real Property (Oct-06) and Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert Contractor Payment</del>	<del>Oct-06</del> <u>Jan-06</u> <u>13</u>	M	M	N/A	Must be included with <del>CCR</del> <u>SAM</u> Clause above or deleted if CO grants an exception to use of <del>CCR</del> <u>SAM</u> .

<del>Information— Non-CCR (October 2006)</del>					
Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property					
Certification of Registration in <del>Central System Contractor Registration for Award Management (CCR/SAM)</del>	<del>Oct Jan-</del> <del>0613</del>	M	M	N/A	Must be included with <del>CCR/SAM</del> Clause above or deleted if CO grants an exception to use of <del>CCR/SAM</del> .
Contractor Payment Information – Non- <del>CCR/SAM</del>	<del>OCT Jan-</del> <del>0613</del>	M*	M*	N/A	*Insert in all leases where the CO has documented and granted an exception to use of <del>CCR/SAM per provisions of</del> <del>Guidance Section 3.1.4.1 : System for</del> <del>Award Management (SAM)</del> . If this clause is used, <del>delete the following</del> clauses: <del>Central “System for Contractor Registration Award Management</del> - Real Property”, -“Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property”, and -“Certification of Registration in <del>Central Contractor Registration System for Award Management (CCR/SAM)</del> must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form”.
Consideration (Cost)	Aug-02	M	M	N/A	Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease.
Consideration (No Cost)	Aug-02	M	M	M	Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases must have clearly defined consideration.
<u>Contract Disputes</u>	Nov-03	M	M	N/A	Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.
Covenant Against Contingent Fees	Oct-96	M	M	M	Insert in all leases IAW 41 USC 254. For MOA incorporated by reference.

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<del>Payment by Electronic Fund Transfer—Real Property</del> Oct-06 M M N/A Insert in all "cost" leases IAW 31 U.S.C. 333.	<del>Oct-96</del> <u>Aug-02</u>	M	M	M	Insert in all leases.
Examination of Records					
FAA Facilities	Oct-05	N/A	N/A	M	This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement.
Funding Responsibility For Government Facilities	Oct-96	M	N/A	M	This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government.
Hazardous Substance Contamination	May-00	M*	N/A	M	Insert in all <b>on airport</b> leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with Government activity. Having this clause may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction.
Interest For Late Payments	Aug-02	N/A	O	N/A	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added



					benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases.
Interference with Government Operations	Oct-96	M	N/A	M	Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone.
Lease Succession	Aug-02	M	M	M	Insert in follow-on contracts to track continuity of data.
Non-Restoration	Oct-96	M	M	M	Insert in all leases in order to make the- Government's intention of not restoring the premises and abandoning the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore.  This clause is mandatory for a MOA; however the RECO can remain silent on this clause if the airport sponsor will agree.
Notification of Change in Land Title	Aug-02	M	M	N/A	Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property.
Notices	Oct-96	M	M	M	Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts.- A change in this information requires a contract modification.
Officials Not to Benefit	Oct-96	M	M	M	Insert in all leases IAW 41 U.S.C. 22
<u>Payment by Electronic Fund Transfer</u>	Jan-13	M	M	N/A	Insert in all "cost" leases IAW 31 U.S.C. 333.
Premises	Aug-02	M	M	N/A	Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights.
Purpose	Oct-05	N/A	N/A	M	Insert in all MOAs to define the FAA air traffic activities with airport sponsor.
<u>Contract Disputes</u>	Nov-03	M	M	<del>N/A</del>	Insert in all leases to establish the FAA regulations regarding Protests and

Nov-03 M M Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.					Disputes under the AMS.
Protest					
Quiet Enjoyment	Oct-96	M	M	N/A	Insert in all leases. This clause is required by the basic contracting principle to protect the FAA's full rights to the property.
Renewal Options	Mar-Jul-0407	M	M	N/A	Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised.
Restoration Clause – Alternate A	Jan-07	O	N/A	O	This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause.
Restoration Clause – Alternate B	Jan-07	N/A	O	N/A	This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause.
Signature Block	Apr-Aug-0402	M	M	M	Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction,

					i.e. the local recording office may require the signature to be notarized.
Subordination, Nondisturbance- and Attornment	<del>May</del> <del>04</del> <del>96</del> <del>Oct-04</del> <del>96</del>	M	M	N/A	Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment.
System for Award Management - Real Property	Jan-13	M	M	N/A	Insert in all cost leases, unless the RECO grants an exception to use of SAM per provisions of Guidance Section "3.1.4.1 : System for Award Management (SAM)".
Term	<del>Jun</del> <del>04</del> <del>02</del> <del>Aug-04</del> <del>02</del>	M	M	M	<p>Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <del>This</del><del>This</del> clause is used in all <u>firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. <del>This</del> clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p>
Title to Improvements	Oct-05	N/A	N/A	M	Insert in all MOAs to define title to improvements.
FORMS	Oct-05	N/A	N/A	M	Any modifications or additions to this list must be signed by the lessor and the FAA.
List of Facilities					

### **Section 4.2 : Utility Clause Matrix**

**Old Content: Real Estate Guidance :**

### **Section 4.2 : Utility Clause Matrix**

#### **UTILITY CONTRACTS**

CLAUSE TITLE	DATE	STATUS	COMMENTS
Advance Payment	10/96	M	Insert in all utility contracts.
Anti-Kickback	10/96	M	Insert in all utility

			contracts IAW 41 U.S.C. 51-58
Billing Information	10/96	R	
Contract Disputes	7/08	M	<p>Insert in all utility contracts as required by FAA policy on contract and protest dispute resolution system from 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.</p> <p>Add language specifically addressing utility rate commission.</p>
Covenant Against Contingent Fees	10/96	M	Insert in all utility contracts in accordance with 41 USC 254.
Central Contractor Registration - Real Property (CCR)	10/06	M	Mandatory unless granted an exception to use of CCR by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non CCR".
Certification of Central Contractor Registration	10/06	M	Mandatory unless granted an exception to use of CCR by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non CCR".
Contractor Identification Number	10/06	M	Mandatory unless granted an exception to use of CCR by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non CCR".
Contractor Payment Information - Non CCR	10/06	M	Mandatory on new awards when vendor is excepted from CCR. If this clause is used, you must delete all three

			CCR clauses, Central Contractor Registration - Real Property (CCR); Contractor Identification Number; and Certification of Central Contractor Registration.
Electronic Funds Transfer (EFT) - Real Property	10/06	M	Mandatory unless a waiver request is submitted and approved. by AMZ Payment office.
Facilities Charges	10/96	R	
Interest For Late Payments	10/96	O	
Nonrecurring Charge	10/96	O	
Officials Not to Benefit	10/96	M	Insert in all utility contracts in accordance with public contract law, 41 U.S.C. 22.
Protest	11/03	M	Insert in all utility contracts as required by FAA policy on contract and protest dispute resolution system from 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.  Longer version maybe substituted for shorter version. Find version under Procurement Writing Tool 3.9.1-3
Protest After Award	8/97	O	Longer version maybe substituted for shorter version. Find version under Procurement Writing Tool 3.9.1 -2
Tariffs and Rates	10/96	R	

**Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.**

**Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.**

**Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.**

**Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval.**

**11/97**

**New Content: Real Estate Guidance :**  
**Section 4.2 : Utility Clause Matrix**

**Legend:**

**Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.**

**Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. The RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.**

**Optional (O) – The RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.**

**Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval.**

CLAUSE TITLE	DATE OF CLAUSE	STATUS	PRESCRIPTION
Advance Payment	10/96	M	Insert in all utility contracts.
Anti-Kickback	10/96	M	Insert in all utility contracts IAW 41 U.S.C. 51-58
Billing Information	10/96	R	
Certification of Registration in System For Award Management (SAM)	1/13	M	Mandatory unless granted an exception to use of SAM by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non SAM".
Contract Disputes	11/03	M	Insert in all utility contracts as required by FAA policy on contract and protest dispute resolution system from 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.  Add language specifically addressing utility rate commission.
Covenant Against Contingent Fees	10/96	M	Insert in all utility contracts in accordance with 41 USC 254.
Contractor Identification Number - Data Universal Numbering System (DUNS) Number - Real Property	10/06	M	Mandatory unless granted an exception to use of SAM by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non SAM".
Contractor Payment Information - Non SAM	1/13	M	Mandatory on new awards when vendor is exempted from SAM. If this clause is used, you must delete all three SAM clauses, System for Award Management - Real Property; Contractor Identification Number - Data Universal Numbering System (DUNS) Number - Real Property; and Certification of Registration in System For Award Management (SAM).
Facilities Charges	10/96	R	
Interest For Late Payments	10/96	O	
Nonrecurring Charge	10/96	O	
Officials Not to Benefit	10/96	M	Insert in all utility contracts in accordance with public contract law, 41 U.S.C. 22.
Payment by Electronic Funds Transfer - Real Property	1/13	M	Mandatory unless a waiver request is submitted and approved by AMZ Payment office.
Protest	11/03	M	Insert in all utility contracts as required by FAA policy on contract and protest dispute resolution system from 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.  Longer version may be substituted for shorter version. Find version under Procurement Writing Tool 3.9.1-3
Protest After Award	8/97	O	Longer version may be substituted for shorter version. Find version under Procurement Writing Tool 3.9.1 -2
System for Award Management - Real Property	1/13	M	Mandatory unless granted an exception to use of SAM by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non SAM".
Tariffs and Rates	10/96	R	

**Red Line Content: Real Estate Guidance :**  
**Section 4.2 : Utility Clause Matrix**

**Legend:**

**Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.**

**Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. The RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.**

**UTILITY Optional CONTRACTS(O) – The RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.**

**Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval.**

CLAUSE TITLE	DATE <u>OF</u> <u>CLAUSE</u>	STATUS	COMMENTS <u>PRESCRIPTION</u>
Advance Payment	10/96	M	Insert in all utility contracts.
Anti-Kickback	10/96	M	Insert in all utility contracts IAW 41 U.S.C. 51-58
Billing Information	10/96	R	
<b><u>Certification of Registration in System For Award Management (SAM)</u></b>	1/13	M	Mandatory unless granted an exception to use of SAM by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non SAM".
Contract Disputes	<del>7</del> <u>11/0803</u>	M	Insert in all utility contracts as required by FAA policy on contract and protest dispute resolution system from 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.  Add language specifically addressing utility rate commission.
Covenant Against Contingent Fees	10/96	M	Insert in all utility contracts in accordance with 41 USC 254.
<del>Central Contractor Registration—Real Property (CCR)-10/06 M</del>  <del>Mandatory unless granted an exception to use of CCR by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information</del> <del>Identification Number - Non CCR".</del> <del>Certification of Central Contractor Registration 10/06 M Mandatory unless granted an exception to use</del>	<del>Contractor Identification Number-10/06</del>	M	Mandatory unless granted an exception to use of <del>CCRSAM</del> by CO. If exception granted, delete this clause, and use clause "Contractor Payment Information - Non <del>CCRSAM</del> ".



of CCR by CO. If exception granted, delete this clause, and <del>Data</del> use clause <u>Universal Numbering System</u> "Contractor <u>System Payment (DUNS) Information Number</u> - Non <u>Real CCR</u> " <u>Property</u>			
Contractor Payment Information - Non <u>CCR</u> <u>SAM</u>	<del>10</del> <u>1/0613</u>	M	Mandatory on new awards when vendor is <del>excepted</del> <u>exempted</u> from <u>CCR</u> <u>SAM</u> . If this clause is used, you must delete all three <u>CCR</u> <u>SAM</u> clauses, <u>Central</u> <u>System</u> <u>Contractor</u> <u>for</u> <u>Registration</u> <u>Award</u> <u>Management</u> - Real Property ( <u>CCR</u> ); Contractor Identification Number; and <u>Certification of Central Contractor</u> <u>Data</u> <u>Registration</u> <u>Electronic</u> <u>Universal</u> <u>Funds</u> <u>Transfer</u> <u>Numbering</u> <u>System</u> ( <u>EFT</u> <u>DUNS</u> ) <u>Number</u> - Real Property <del>10/06 M</del> ; <del>Mandatory unless a waiver and request is submitted and</del> <u>Certification of Registration in approved</u> <u>System</u> by AMZ <u>Payment</u> <u>For</u> <u>Award</u> <u>Management</u> office ( <u>SAM</u> ).
Facilities Charges	10/96	R	
Interest For Late Payments	10/96	O	
Nonrecurring Charge	10/96	O	
Officials Not to Benefit	10/96	M	Insert in all utility contracts in accordance with public contract law, 41 U.S.C. 22.
<u>Payment by Electronic Funds Transfer - Real Property</u>	1/13	M	Mandatory unless a waiver request is submitted and approved by AMZ Payment office.
Protest	11/03	M	Insert in all utility contracts as required by FAA policy on contract and protest dispute resolution system from 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.  Longer version <del>maybe</del> <u>may be</u> substituted for shorter version. Find version under Procurement Writing Tool 3.9.1-3
Protest After Award	8/97	O	Longer version <del>maybe</del> <u>may be</u> substituted for shorter version. Find version under Procurement Writing Tool 3.9.1 -2
<u>Tariffs</u> <u>System</u> <u>and</u> <u>for</u> <u>Rates</u> <u>Award</u> <u>Management</u> <u>-</u> <u>Real</u> <u>Property</u>	<del>10</del> <u>1/96 R 13</u>	<del>M</del>	Mandatory (M) — When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set <u>granted</u> by legal <u>an exception</u> precedent; <u>to</u> 3.) <u>use</u> and/or <u>of</u> established <u>SAM</u> by FAA policy <u>CO</u> . Recommended (R) — In general these clauses provide useful protection to the government. <u>If</u> These clauses <u>exception granted</u> , or <u>delete</u> modified version <u>this clause</u> , should be used in all applicable circumstances. RECO may tailor <u>and</u> the <u>use</u> clause to meet a specific situation. Changes that have

			legal "Contractor impact require Payment Information region/center legal Non approval SAM".
Optional (O) — RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a Tariffs legal and impact. Rates	Note — All space leases may be augmented with additional clauses or special provisions with region 10/center legal approval. 96	11/97R	-

### Section 2.5 : Space Clause Matrix

Old Content: Real Estate Guidance :

### Section 2.5 : Space Clause Matrix

Section 1 – Space Lease – All items under this section must be included in the lease.

Section 2 – General Clauses – Use the legend below to determine clause requirement.

#### Legend:

Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).

Section 3 – Closing - All items under this section must be included in the lease.

**Attachment A and Attachment B Clauses - Use the legend above in Section 2 to determine clause requirement.**

<b>SECTION 1 – Space Lease</b>					
This Lease					
Description					
Term					
Cancellation					
Rental					
Services and Utilities					
<b>SECTION 2 – GENERAL CLAUSES</b>					
<b>CLAUSE TITLE</b>	<b>DATE</b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
Inspection	10/96	M	M by Reference	M by Reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Damage By Fire or Other Casualty	10/96	M	M	M	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Maintenance Of The Premises	10/96	M	M	M	Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition.
Failure In Performance	10/96	M	M	M	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Default By Lessor	10/96	M	M by reference	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Compliance with Applicable Laws	10/96	M	M by reference	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract

					management.
Delivery and Condition	10/96	M	M by Reference	N/A	Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied.
Acceptance of Space	10/96	M	M by Reference	N/A	Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional.
Alterations	10/96	M	M by Reference	O	Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease.
Accessibility	10/06	M	M	N/A	Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for:  1.) ATCT Cabs, mech. rooms, elect. & telephone. closets and 2.) Non-staffed facilities such as RCO.
Changes	8/02	M	M by Reference	N/A	Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase.
Officials Not To Benefit	10/96	M	M by reference	M by reference	Insert in all leases in accordance with public contract law, 41 U.S.C. 22.
Covenant Against Contingent Fees	10/96	M	M by reference	M by reference	Insert in all leases in accordance with 41 USC 254.
Anti-Kickback	10/96	M	M by reference	M by reference	Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58.
Contract Disputes	11/03	M	M	M	Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute
Protest	11/03	M	M	M	

					Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17.
Examination of Records	10/96	M	M by reference	M by reference	Insert in all leases.
Central Contractor Registration Real Property	10/06	M	M	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property.
ALT 1- Contractor Payment Information - Real Property	10/06	M*	M*	M* by reference	*Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the contract. Not used on non-payable awards.
Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property	10/06	M	M	M by reference	Insert in all new "cost" leases, or bilateral modifications to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.7). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT

					permanent. Clause is not applicable to no-cost leases or no-cost MOAs.
Contractor Identification Number -"Data Universal Numbering System" (DUNS) Number	10/06	M	M	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract.
Certification of Registration in CCR - Real Property	10/06	M	M	M by reference	Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor.
Contractor Payment Information - Non CCR	10/06	O	O	O	Use this clause if you have been granted an exception to CCR.
Assignment of Claims	10/96	M	M by reference	M by Reference	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Subordination, Nondisturbance and Attornment	9/99	M	M by reference	M by reference	Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment.
Lessor's Successors	10/96	M	M	M by reference	This clause must be used to protect the lease rights of the Government in case of change in ownership of the property.
Sublease	10/96	M	M by Reference	N/A	Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease.
No Waiver	10/96	M	M by Reference	M by Reference	Insert in all leases to protect the Government from waiving any rights under this lease.
Integrated Agreement	10/96	M	M by reference	O	Insert in all leases to assert the lease agreement defines the agreements

					between the parties.
Equal Opportunity	10/96	M	M by reference	O	Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2.
Affirmative Action for Special Disabled and Vietnam Era Veterans	10/96	M	M by reference	O	Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972.
Affirmative Action For Disabled Workers	10/96	M	M by reference	O	Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793.
Seismic Safety In Existing Buildings	10/12	M	M*	N/A	<p>*Mandatory for space leases 10,000 SF or greater in existing buildings. Not required for Leases less than 10,000 SF, if in an area of low seismicity per the criteria set RP-8, Section 1.3, or the FAA determines that the acquisition meets one of the additional exceptions:</p> <p>Small lease housed in single story structure of wood or metal frame less than 3.000 SF.</p> <p>Agency requirement is less than 5 Years.</p> <p>If Lessor or FAA proposes an exemption or the "best available space" exception to the certification requirement RECO must document file with determination after consulting seismic safety personnel.</p>
Seismic Safety For New Construction	10/12	M	M	N/A	Mandatory for leases involving new construction or major renovation (Project cost exceeds 50% of building replacement value)
Interference	10/08	N/A	N/A	M	Mandatory for leases involving antenna and rack

					space.
Coordination	10/08	N/A	N/A	M	Mandatory for leases involving antenna and rack space
Davis Bacon Act	6/09	M	M	O	In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States.

### **SECTION 3 – CLOSING**

Notices

Attachments

Name and Title of Owner

Name of Contracting Officer

#### **Attachment A Clauses**

<b>CLAUSE TITLE</b>	<b>DATE</b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
Adhesives and Sealants	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Adjustment For Vacant Premises	10/96	R	O	O	Insert in all leases to provide the Government with protection if use of space changes during lease term.
Ceilings	10/96	R	O	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Condition Report	10/96	O	O	O	Insert in leases where accepting space for occupancy.
Contracting Officers Representative	10/96	O	O	O	Insert in leases where a COR is designated.
Day to Day Extension	8/02	O	O	O	This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the



					twenty year FAA leasing authority.
Display Advertising	10/96	O	O	O	Insert in leases where Government is sole occupant.
Doors	4/12	R	O	O	Insert in leases for door requirement.
Electrical Safety	4/12	M	M	M	Insert in all leases. Any changes should be approved by service area environmental contact.
EOSH	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Erection Of Signs	10/96	O	O	O	Insert in leases where signs are required.
Facility Security	4/12	M	M	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety Requirements	4/12	M	M	O	Insert in all leases to provide protection to the Government.
Floor Load	8/02	R	O	O	Insert in all leases. Regional engineer should approve any changes.
General Health and Safety Standards	4/12	R	R	N/A	Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards.
Grounds Maintenance	10/96	R	O	O	Insert in all leases where applicable.
Halon	4/12	R	R	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Hazardous Materials	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Hold Harmless	10/96	M	M	R	Insert in leases in accordance with Federal Tort Claims Act of 1948.
HVAC	10/96	R	O	O	Insert in all leases. RECO's should consult a service

					area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	O	O	Insert in leases.
Indoor Air Quality	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	O	O	Insert in all leases as needed.
Interest For Late Payment	4/12	O	O	O	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease.
Janitorial Services	4/12	O	O	O	Insert in leases, which provide for janitorial services.
Landscaping	4/12	R	O	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.
Lighting	4/12	R	O	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Measurement For Payment	10/96	R	O	O	Insert in leases to determine the correct amount of space to pay rent on.
Non-Restoration	10/96	M	M	O	Insert in all leases unless specific restorations are negotiated.
Occupancy Permit	4/12	M*	M*	O	*This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space.
Operating Costs Escalator	4/12	O	O	O	Insert in lease where applicable.
OSHA Requirements	10/96	M	M	O	Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926.

Painting	4/12	R	O	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	O	O	Insert in leases where applicable.
Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor	4/12	M	M	N/A	Insert in all leases in accordance with FAA Order 1600.72 and 1600.73
Pest Control	4/12	R	O	O	Insert in all leases.
Plans	8/02	R	O	O	Insert in all new lease actions and any alterations/renovations.
Prior Notification	8/02	R	O	N/A	Insert in all leases where construction will be done.
Progressive Occupancy	10/96	O	O	O	Insert in all leases where applicable.
Radon	10/96	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycling	1/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Refrigerants	8/02	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms & Drinking Fountains	4/12	R	O	O	Insert in all leases.
Seismic Safety for Equipment	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Services and Facilities	4/12	R	O	O	Insert in all leases.
Tax Adjustment	4/12	O	O	O	Insert in all leases where applicable.
Time Extension	10/96	O	O	O	Insert in leases.
Unauthorized Negotiating	4/12	O	O	O	Insert in all leases.
Utilities Not Provided By The Lessor		R	R	O	Insert in all leases.

	4/12				
Warranty Of Space	4/12	M	R	O	Insert in all leases.
Window & Floor Covering	4/12	R	O	O	Insert in all leases.
Wiring For Telephones	10/96	O	O	O	Insert in leases.
<b><u>Attachment B Clauses</u></b>					
<b>CLAUSE TITLE</b>	<b>DATE</b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
Air Balance Report	10/12	R	O	O	Insert in leases where applicable.
Amortization Schedule	10/12	R	O	O	Insert in leases where applicable.
As-Built Floor Plans After Occupancy	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule and Acceptance of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction Waste Management	7/10	R	O	O	Insert in leases where applicable.
Construction Inspections	10/12	R	O	O	Insert in leases where applicable.
Design Intent Drawings	10/12	R	O	O	Insert in leases where applicable.
High Performance Sustainable Building (HPSB) Requirements	10/12	R	O	O	Insert in leases where applicable.
Lease Commencement	7/10	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Allowance in the Event of Cancellation	10/12	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Costs In Excess of The Allowance	10/12	R	O	O	Insert in leases where applicable.
Liquidated Damages	7/10	R	O	O	Insert in leases where applicable.
Measurement of Space	7/10	R	O	O	Insert in leases where applicable.
Occupancy Permit	10/12	R	O	O	Insert in leases where applicable.

Other Requirements	7/10	R	O	O	Insert in leases where applicable.
Progress Reports	7/10	R	O	O	Insert in leases where applicable.
Rent Commencement	7/10	R	O	O	Insert in leases where applicable.
Required Information Post Award: Green Label Certification for Sustainability Verification	10/12	R	O	O	Insert in leases where applicable.
Responsibility of the Lessor and Lessor's Architect/Engineer	10/12	R	O	O	Insert in leases where applicable.
Review of Working/Construction Documents	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements Price Proposal Based on Construction Drawings	10/12	R	O	O	Insert in leases where applicable.
Walk-Through and Acceptance of Space	10/12	R	O	O	Insert in leases where applicable.
Work Performance	7/10	R	O	O	Insert in leases where applicable.
Working/Construction Drawings	7/10	R	O	O	Insert in leases where applicable.

#### **FORMS**

<b>CLAUSE TITLE</b>	<b>DATE</b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
ABAAS Compliance Report	10/06	M	M	N/A	Required for lessor to fill out to comply with ABAAS standard
Certification for Seismic Safety	9/98	M	M	N/A	Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award.
Checklist for Rural Development Act	4/03	M	M	N/A	Check appropriate reason for not considering location

					in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs.
Safety and Environmental Certification Checklist	8/02	R	O	N/A	Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award.
Vendor/Miscellaneous Payment Information Form	11/97	M	M	M	EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award.

**New Content: Real Estate Guidance :**  
**Section 2.5 : Space Clause Matrix**

**Section 1 – Space Lease – All items under this section must be included in the lease.**

**Section 2 – General Clauses – Use the legend below to determine clause requirement.**

**Legend:**

**Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.**

**Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.**

**Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.**

**Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with**

**applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).**

**Section 3 – Closing - All items under this section must be included in the lease.**

**Attachment A and Attachment B Clauses - Use the legend above in Section 2 to determine clause requirement.**

<b>SECTION 1 – Space Lease</b>					
This Lease					
Description					
Term					
Cancellation					
Rental					
Services and Utilities					
<b>SECTION 2 – GENERAL CLAUSES</b>					
<b>CLAUSE TITLE</b>	<b>DATE OF CLAUSE</b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
Acceptance of Space	8/02	M	M by reference	N/A	Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional.
Accessibility	10/06	M	M	N/A	Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & telephone. closets and 2.) Non-staffed facilities such as RCO.
Affirmative Action for Special Disabled and Vietnam Era Veterans	10/96	M	M by reference	O	Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972.
Affirmative Action For Disabled Workers	10/96	M	M by reference	O	Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793.
Alterations	10/96	M	M by reference	O	Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease.
Anti-Kickback	10/96	M	M by reference	M by reference	Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58.
Assignment of Claims	10/96	M	M by reference	M by reference	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Certification of Registration in SAM - Real Property	1/13	M	M	M by reference	Required on all cost contracts, unless vendor is exempted from SAM. If RECO is referencing the clause they need to request the DUNS number

					from the lessor.
Changes	8/02	M	M by reference	N/A	Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase.
Compliance with Applicable Laws	10/96	M	M by reference	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Contract Disputes	11/03	M	M	M	Insert in all leases as required by FAA policy on contract and protest dispute resolution system from 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.
Protest	11/03	M	M	M	
Contractor Identification Number - "Data Universal Numbering System" (DUNS) Number	1/13	M	M	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.A-4 : System for Award Management (SAM). Note If vendor is determined to be exempt pursuant T3.3.1.A-4, and then exclude this clause from contract.
Contractor Payment Information - Non SAM	1/13	O	O	O	Use this clause if you have been granted an exception to SAM.
Coordination	10/08	N/A	N/A	M	Mandatory for leases involving antenna and rack space
Covenant Against Contingent Fees	10/96	M	M by reference	M by reference	Insert in all leases in accordance with 41 USC 254.
Damage By Fire or Other Casualty	10/96	M	M	M	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Davis Bacon Act	6/09	M	M	O	In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States.
Default By Lessor	10/96	M	M by reference	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Delivery and Condition	10/96	M	M by reference	N/A	Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied.
Equal Opportunity	10/96	M	M by reference	O	Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2.
Examination of Records	8/02	M	M by reference	M by reference	Insert in all leases.



Failure In Performance	10/96	M	M	M	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Inspection	10/96	M	M by reference	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Integrated Agreement	10/96	M	M by reference	O	Insert in all leases to assert the lease agreement defines the agreements between the parties.
Interference	10/08	N/A	N/A	M	Mandatory for leases involving antenna and rack space.
Lessor's Successors	10/96	M	M	M by reference	This clause must be used to protect the lease rights of the Government in case of change in ownership of the property.
Maintenance Of The Premises	10/96	M	M	M	Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition.
No Waiver	10/96	M	M	M by reference	Insert in all leases to protect the Government from waiving any rights under this lease.
Officials Not To Benefit	10/96	M	M by reference	M by reference	Insert in all leases in accordance with public contract law, 41 U.S.C. 22.
Payment by Electronic Funds Transfer	1/13	M	M	M by reference	Insert in all new "cost" leases, or bilateral modifications to existing leases IAW AMS "T3.3.1.A-3 - Electronic Funds Transfer" and RE Guidance "3.1.4.2 - Electronic Fund Transfer (EFT)". Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.A-3). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs.
Seismic Safety In Existing Buildings	10/12	M	M*	N/A	<p>*Mandatory for space leases 10,000 SF or greater in existing buildings. Not required for Leases less than 10,000 SF, if in an area of low seismicity per the criteria set RP-8, Section 1.3, or the FAA determines that the acquisition meets one of the additional exceptions:</p> <p>Small lease housed in single story structure of wood or metal frame less than 3,000 SF.</p> <p>Agency requirement is less than 5</p>

					Years.  If Lessor or FAA proposes an exemption or the “best available space” exception to the certification requirement RECO must document file with determination after consulting seismic safety personnel.
Seismic Safety For New Construction	10/12	M	M	N/A	Mandatory for leases involving new construction or major renovation (Project cost exceeds 50% of building replacement value)
Subordination, Nondisturbance and Attornment	9/99	M	M by reference	M by reference	Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment.
Sublease	10/96	M	M by reference	N/A	Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease.
System for Award Management - Real Property	1/03	M	M	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS “T3.3.1.A-3 - - System for Award Management (SAM)” and RE Guidance “3.1.4.2 - System for Award Management (SAM)”. SAM is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of SAM, use clause "Contractor Payment Information - Non SAM - Real Property”.

### SECTION 3 – CLOSING

Notices

Attachments

Name and Title of Owner

Name of Contracting Officer

#### **Attachment A Clauses**

CLAUSE TITLE	DATE OF CLAUSE	STANDARD LEASE	SMALL LEASE	ANTENNA AND RACK SPACE LEASE	PRESCRIPTION
Adhesives and Sealants	1/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Adjustment For Vacant Premises	10/96	R	O	O	Insert in all leases to provide the Government with protection if use of space changes during lease term.

Ceilings	10/96	R	O	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Condition Report	4/12	O	O	O	Insert in leases where accepting space for occupancy.
Contracting Officer's Representative	10/96	O	O	O	Insert in leases where a COR is designated.
Day to Day Extension	8/02	O	O	O	This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority.
Display Advertising	10/96	O	O	O	Insert in leases where Government is sole occupant.
Doors	4/12	R	O	O	Insert in leases for door requirement.
Electrical Safety	4/12	M	M	M	Insert in all leases. Any changes should be approved by service area environmental contact.
EOSH	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Erection Of Signs	10/96	O	O	O	Insert in leases where signs are required.
Facility Security	4/12	M	M	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety Requirements	4/12	M	M	O	Insert in all leases to provide protection to the Government.
Floor Load	8/02	R	O	O	Insert in all leases. Regional engineer should approve any changes.
General Health and Safety Standards	4/12	R	R	N/A	Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards.
Grounds Maintenance	10/96	R	O	O	Insert in all leases where applicable.
Halon	4/12	R	R	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Hazardous Materials	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Hold Harmless	10/96	M	M	R	Insert in leases in accordance with Federal Tort Claims Act of 1948.
HVAC	4/12	R	O	O	Insert in all leases. RECO's should consult a service area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	O	O	Insert in leases.

Indoor Air Quality	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	O	O	Insert in all leases as needed.
Interest For Late Payment	4/12	O	O	O	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease.
Janitorial Services	4/12	O	O	O	Insert in leases, which provide for janitorial services.
Landscaping	1/12	R	O	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.
Lighting	4/12	R	O	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Measurement For Payment	10/96	R	O	O	Insert in leases to determine the correct amount of space to pay rent on.
Non-Restoration	10/96	M	M	O	Insert in all leases unless specific restorations are negotiated.
Occupancy Permit	8/02	M*	M*	O	*This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space.
Operating Costs Escalator	10/96	O	O	O	Insert in lease where applicable.
OSHA Requirements	10/96	M	M	O	Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926.
Painting	4/12	R	O	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	O	O	Insert in leases where applicable.
Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor	4/12	M	M	N/A	Insert in all leases in accordance with FAA Order 1600.72 and 1600.73
Pest Control	4/12	R	O	O	Insert in all leases.
Plans	8/02	R	O	O	Insert in all new lease actions and any alterations/renovations.
Prior Notification	8/02	R	O	N/A	Insert in all leases where construction will be done.
Progressive Occupancy	10/96	O	O	O	Insert in all leases where applicable.
Radon	10/96	M	M	O	Insert in all leases. Any changes should be approved by service area

					environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycling	1/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Refrigerants	8/02	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms and Drinking Fountains	4/12	R	O	O	Insert in all leases.
Seismic Safety for Equipment	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Services and Facilities	4/12	R	O	O	Insert in all leases.
Tax Adjustment	4/12	O	O	O	Insert in all leases where applicable.
Time Extension	10/96	O	O	O	Insert in leases.
Unauthorized Negotiating	10/96	O	O	O	Insert in all leases.
Utilities Not Provided By The Lessor	4/12	R	R	O	Insert in all leases.
Warranty Of Space	4/12	M	R	O	Insert in all leases.
Window and Floor Covering	4/12	R	O	O	Insert in all leases.
Wiring For Telephones	10/96	O	O	O	Insert in leases.

#### **Attachment B Clauses**

<b>CLAUSE TITLE</b>	<b>DATE OF CLAUSE</b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
Air Balance Report	10/12	R	O	O	Insert in leases where applicable.
Amortization Schedule	10/12	R	O	O	Insert in leases where applicable.
As-Built Floor Plans After Occupancy	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule and Acceptance of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction Waste Management	10/12	R	O	O	Insert in leases where applicable.
Construction Inspections	10/12	R	O	O	Insert in leases where applicable.
Design Intent Drawings	10/12	R	O	O	Insert in leases where applicable.
High Performance Sustainable Building (HPSB) Requirements	10/12	R	O	O	Insert in leases where applicable.
Lease Commencement	7/10	R	O	O	Insert in leases where applicable.

Lessor's Recovery of Tenant Improvement Allowance in the Event of Cancellation	10/12	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Costs In Excess of The Allowance	10/12	R	O	O	Insert in leases where applicable.
Liquidated Damages	7/10	R	O	O	Insert in leases where applicable.
Measurement of Space	7/10	R	O	O	Insert in leases where applicable.
Occupancy Permit	10/12	R	O	O	Insert in leases where applicable.
Other Requirements	7/10	R	O	O	Insert in leases where applicable.
Progress Reports	7/10	R	O	O	Insert in leases where applicable.
Rent Commencement	7/10	R	O	O	Insert in leases where applicable.
Required Information Post Award: Green Label Certification for Sustainability Verification	10/12	R	O	O	Insert in leases where applicable.
Responsibility of the Lessor and Lessor's Architect/Engineer	10/12	R	O	O	Insert in leases where applicable.
Review of Working/Construction Documents	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements Price Proposal Based on Construction Drawings	10/12	R	O	O	Insert in leases where applicable.
Walk-Through and Acceptance of Space	10/12	R	O	O	Insert in leases where applicable.
Work Performance	7/10	R	O	O	Insert in leases where applicable.
Working/Construction Drawings	7/10	R	O	O	Insert in leases where applicable.

#### FORMS

CLAUSE TITLE	DATE OF CLAUSE	STANDARD LEASE	SMALL LEASE	ANTENNA AND RACK SPACE LEASE	PRESCRIPTION
ABAAS Compliance Report	10/12	M	M	N/A	Required for lessor to fill out to comply with ABAAS standard
Certification for Seismic Safety	10/12	M	M	N/A	Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award.
Checklist for Rural Development Act	4/10	M	M	N/A	Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to

					sign the checklist when site selection is based upon program needs.
Space Safety and Environmental Checklist	4/12	R	O	N/A	Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award.
Vendor/Miscellaneous Payment Information Form	7/10	M	M	M	EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award.

**Red Line Content: Real Estate Guidance :**  
**Section 2.5 : Space Clause Matrix**

**Section 1 – Space Lease – All items under this section must be included in the lease.**

**Section 2 – General Clauses – Use the legend below to determine clause requirement.**

**Legend:**

**Mandatory (M)- – When applicable these clauses shall be included in leases/agreements without any changes unless other party- is prohibited legally from executing the document with the provision- as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.**

**Recommended (R)- – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.**

**Optional (O)- – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.**

**Note- - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).**

**Section 3 – Closing - All items under this section must be included in the lease.**

**Attachment A and Attachment B Clauses - Use the legend above in Section 2 to determine clause requirement.**

<b><u>SECTION 1 – Space Lease</u></b>
This Lease

Description					
Term					
Cancellation					
Rental					
Services and Utilities					
SECTION 2 – GENERAL CLAUSES					
CLAUSETITLE	DATE <del>OF</del> <del>CLAUSE</del>	STANDARD LEASE	SMALL LEASE	ANTENNA AND RACK SPACE LEASE	PRESCRIPTION
<del>Inspection</del> <del>Acceptance of</del> <del>Space</del>	<del>10/8/96</del> <del>02</del>	M	M by <del>Reference</del> <del>reference</del>	<del>M by</del> <del>Reference</del> <del>N/A</del>	Insert in all leases in accordance with general new lease actions for the policy RECO to accept the space for Federal occupancy. Agency except to for: provide protection to the Government and contract management all succeeding lease actions this clause is Optional.
<del>Damage By Fire or</del> <del>Other</del> <del>Casualty</del> <del>Accessibility</del>	<del>10/96</del> <del>06</del>	M	M	<del>M</del> <del>N/A</del>	Insert in all leases in accordance with general policy Architectural for Federal Agency Barriers Act 1968 to provide follow protection to the Government and contract the Architectural Barriers Act Accessibility Standard management. Maintenance (ABAAS) Of The 41 CFR Premises 10/96 M M M Insert Parts in 102-71, all 102-72, leases except to for: comply 1.) with ATCT basic Cabs, protection mech. of rooms, ensuring elect. that & the telephone. lease space closets and is 2.) in Non-staffed good facilities conditions such as RCO.
<del>Failure In Performance</del> <del>10/96 M M M</del>  Insert in all leases in accordance with general Affirmative policy Action for Federal Agency to provide protection to the Special Government Disabled and contract management. Default Vietnam By	10/96	M	M by reference	<del>M by reference</del> <del>Q</del>	Insert in all leases in accordance with general policy for Federal Agency to provide Vietnam protection Era to Veteran's the Government and contract management Readjustment Assistance Act of 1972.



Lessor <u>Era Veterans</u>					
Compliance <u>Affirmative</u> with Applicable <u>Action For</u> Laws <u>Disabled Workers</u>	10/96	M	M by reference	<u>M by reference</u>	Insert in all leases in accordance with <u>general</u> policy for Federal Agency to provide protection <u>Rehabilitation</u> to the <u>Act of Government 1973</u> , and <u>29</u> contract <u>U.S.C.</u> management <u>793</u> .
Delivery and Condition <u>Alterations</u>	10/96	M	M by <u>Reference</u> <u>reference</u>	<u>N/A</u>	Insert in all leases to provide the <u>Government the</u> protection to the <u>Government</u> <u>make</u> <u>alterations</u> to ensure the space is <u>lease</u> delivered in a condition to be occupied <u>space during the term of the lease</u> .
Acceptance of Space <u>Anti-Kickback</u>	10/96	M	M by <u>Reference</u> <u>reference</u>	<u>N/A</u> <u>M by reference</u>	Insert in all new lease actions for <u>leases in</u> accordance with the <u>RECO</u> to accept the <u>Anti-Kickback</u> space for occupancy <u>Act of 1986</u> , except for: all succeeding lease actions this clause <u>41</u> is <u>U.S.C.</u> Optional <u>51-58</u> .
Alterations <u>Assignment of Claims</u>	10/96	M	M by <u>Reference</u> <u>reference</u>	<u>M by reference</u>	Insert in all leases to provide the <u>Government</u> <u>unless</u> the protection to make alterations <u>terms</u> to <u>of</u> the lease <u>space during the</u> <u>prohibit</u> <u>term</u> <u>assignment</u> of the lease <u>claims</u> .
Accessibility <u>Certification of Registration in SAM - Real Property</u>	<del>10/06</del> <u>13</u>	M	M	<u>N/A</u> <u>M by reference</u>	Insert <u>Required</u> in <u>on</u> all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) <u>cost</u> <u>41</u> <u>contracts</u> , CFR Parts <u>unless</u> <u>vendor</u> <u>102-71</u> <u>is</u> <u>102-72</u> <u>exempted</u> except <u>from</u> for: <u>1</u> <u>SAM</u> . <u>If</u> <u>ATCT</u> <u>RECO</u> <u>Cabs</u> <u>is</u> <u>mech</u> <u>referencing</u> <u>rooms</u> <u>the</u> <u>elect</u> <u>clause</u> <u>&amp;</u> <u>they</u> <u>telephone</u> <u>need</u> <u>closets</u> <u>and</u> <u>to</u> <u>request</u> <u>2</u> <u>the</u> <u>Non</u> <u>staffed</u> <u>DUNS</u> facilities such as <u>RCO</u> <u>number from the</u> <u>lessor</u> .
Changes	8/02	M	M by <u>Reference</u> <u>reference</u>	N/A	Insert in leases at the RECO's option when the

					government requires changes during a new lease buildout phase.
<del>Officials Not To Benefit</del> 10/96 M M by reference M by reference  Insert in all leases in accordance <u>Compliance</u> with public contract law, 41 U.S.C. 22. Covenant Against Contingent <u>Applicable</u> Fees <u>Laws</u>	10/96	M	M by reference	M by reference	Insert in all leases in accordance with <del>41 USC 254. Anti Kickback 10/96 M M by reference M</del> <u>general by policy reference Insert for</u> in all leases in accordance with <u>Federal Agency to provide protection to</u> the Anti Kickback Act of 1986. <u>Government 41 and U.S.C. contract 51-58 management.</u>
Contract Disputes	11/03	M	M	M	Insert in all leases as required by FAA policy on contract and protest dispute resolution system from 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.
Protest	11/03	M	M	M	
<del>Examination of Records</del> 10/96 M M by reference  M by <u>Contractor</u> reference Insert <u>Identification</u> in <u>Number</u> all <u>"Data</u> leases. Central <u>Universal</u> Contractor <u>Numbering</u> Registration <u>System"</u> Real <u>(DUNS)</u> Property <u>Number</u>	<del>10/96</del> <u>10/0613</u>	M	M	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 <del>A-4 (CCR); and RE Guidance</del> <u>System for Award 3.1.4.2 Management (SAM).</u> CCR is the preferred method of <u>Note</u> contractor maintenance for <u>If vendor is FAA-determined CO may to be</u> exempt some vendors IAW guidance provided in <u>pursuant</u> T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information <u>and</u> - Non CCR - Real Property <u>then exclude this clause from contract.</u>
<del>ALT 1</del> Contractor Payment Information - <u>Real</u> Property <u>Non SAM</u>	<del>10/96</del> <u>10/0613</u>	<del>M</del> <u>*Q</u>	<del>M</del> <u>*Q</u>	<del>M</del> <u>by reference Q</u>	<del>*Used</del> <u>Use this only clause</u> if <u>contractoryou</u> is exempted from <u>have been granted</u> CCR. <u>an If this exception to clause SAM.</u>
Coordination	10/08	N/A	N/A	M	Mandatory <u>is for</u> <u>used, leases</u> <u>remove involving</u>

					CCR, <u>antenna</u> Contractor Identification <u>and rack</u> Number, <u>space</u>
Covenant <u>and</u> <u>Certification</u> <u>Against</u> <u>Contingent of Fees</u>	10/96	M	M <u>Registration</u> <u>by</u> <u>in</u> <u>reference</u>	M <u>CCR</u> <u>by</u> <u>clauses</u> <u>reference</u>	Insert <u>from the</u> <u>in all</u> contract. <u>leases</u> Not used <u>on</u> <u>in accordance</u> <u>with</u> non <u>41</u> payable awards <u>USC 254</u> .
<u>Payment by Electronic</u> <u>Funds Transfer (EFT)-</u> <u>Damage</u> Central Contractor <u>Registration Real Property</u> <u>By</u> <u>Fire or Other Casualty</u>	10/06 <u>96</u>	M	M	M <u>by reference</u>	Insert in all new <u>leases</u> "cost" <u>in</u> leases. <u>accordance</u> or bilateral <u>with general</u> modifications <u>policy for</u> <u>Federal Agency</u> to existing <u>provide</u> leases IAW <u>protection</u> AMS <u>to T3.3.1.7the</u> (EFT) <u>Government</u> and RE Guidance <u>contract</u> 3.1.4.1 <u>management</u> .
Davis <u>Note:</u> <u>Bacon</u> <u>Clause</u> <u>Act</u>	6/09	M	M	O	In <u>is to be</u> <u>accordance</u> <u>with 40</u> used <u>U.S.C. in</u> all <u>276a et</u> <u>eases</u> <u>seq.</u> ), but lessor may qualify <u>use</u> for a waiver (See instructions in T3.3.1.7). <u>leases</u> The clause <u>over</u> allows <u>\$2,000</u> for documentation of waiver <u>construction</u> , and providing <u>alteration</u> alternate mean to receive <u>or repair of</u> <u>public</u> payment, <u>buildings</u> but clause is <u>or public</u> <u>works</u> to be retained in document, as waivers are NOT permanent. Clause is not applicable to no- cost <u>performed</u> leases or <u>within the</u> no- cost <u>United</u> MOAs <u>States</u> .
<u>Contractor Identification</u>	10/06 <u>96</u>	M	M <u>by reference</u>	M by reference	Insert in all new "cost" leases <u>or bilateral</u>

Number—"Data Universal Numbering System" <u>Default</u> (DUNS) <u>By</u> Number <u>Lessor</u>					modifications to existing <u>in</u> leases IAW AMS <u>accordance with general T3.3.1.8 policy</u> (CCR). <u>for</u> Note If vendor is determined <u>Federal Agency to provide protection</u> to be exempt pursuant <u>the</u> T3.3.1.8, <u>Government</u> and then exclude this clause from contract <u>management</u> .
Certification of Registration in CCR— <u>Delivery</u> Real Property <u>and Condition</u>	10/06 <u>96</u>	M	M <u>by reference</u>	M by reference <u>N/A</u>	Required <u>Insert on in</u> all cost contracts, <u>leases</u> unless vendor is exempted from <u>to provide the protection to CCR. If the</u> RECO is referencing <u>Government to ensure</u> the clause they need <u>space</u> to request the DUNS number from the lessor <u>is delivered in a condition to be occupied</u> .
Contractor Payment Information—Non <u>Equal</u> CCR <u>Opportunity</u>	10/06 <u>96</u>	<u>O</u> <u>M</u>	<u>O</u> <u>M by reference</u>	O	Use <u>Insert</u> this clause if you have been granted an <u>in all leases in accordance with affirmative action</u> exception <u>programs, to 41 CCR CFR 60-1 and 60-2</u> .
Assignment <u>Examination</u> of Claims <u>Records</u>	<del>10</del> 8/96 <u>02</u>	M	M by reference	M by Reference <u>reference</u>	Insert in all leases <u>unless the</u> terms of the lease prohibit assignment of claims.
Subordination, Nondisturbance <u>Failure</u> and Attornment <u>In Performance</u>	9 <u>10</u> /99 <u>96</u>	M	M <u>by reference</u>	M <u>by reference</u>	Insert in all leases to protect the rights of the FAA under this lease during an <u>in accordance with general policy for Federal Agency to provide protection to subordination, the nondisturbance Government and/or attornment contract management</u> .
Lessor's Successors <u>Inspection</u>	10/96	M	M <u>by reference</u>	M by reference	<u>This clause Insert</u> must be used to protect the lease rights of the Government in case of change in ownership of the property <u>in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management</u> .
Sublease <u>Integrated Agreement</u>	10/96	M	M by Reference <u>reference</u>	<u>N/A</u> <u>O</u>	Insert in leases where the RECO <u>all</u> expects <u>leases</u> to sublease <u>assert</u> the FAA

					space to another tenant. However this <del>lease</del> clause does not relieve FAA with <u>agreement defines the agreements between the responsibilities parties.</u>
Interference	10/08	N/A	N/A	M	Mandatory <del>of the</del> <u>for leases terms involving antenna of the lease and rack space.</u>
<del>No Lessor's Waiver</del> <u>Successors</u>	10/96	M	M by Reference	M by Reference <u>reference</u>	<del>Insert This in all clause</del> <u>must leases be used</u> to protect the <u>lease rights of the</u> Government <del>from</del> <u>waiving any rights under this in case of change in ownership lease of the property.</u>
<del>Integrated Maintenance Agreement</del> <u>Of The Premises</u>	10/96	M	M by reference	<del>OM</del>	Insert in all leases to <u>assert the lease agreement comply with basic protection defines of ensuring that</u> the agreements between <del>the lease space is parties in</del> <u>good condition.</u>
<del>Equal Opportunity</del> <u>No Waiver</u>	10/96	M	M by reference	<del>OM by reference</del>	Insert in all leases <del>in accordance with affirmative action to protect the Government from programs, waiving 41 CFR any rights 60-1 under and this 60-2 lease.</del>
<del>Affirmative Action for Special Disabled and Officials Vietnam Era Veterans</del> <u>Not To Benefit</u>	10/96	M	M by reference	<del>OM by reference</del>	Insert in all leases in accordance with <del>Vietnam Era Veteran's public Readjustment contract Assistance law, Act 41 of U.S.C. 197222.</del>
<del>Affirmative Action For Disabled Workers</del> <u>Payment by Electronic Funds Transfer</u>	<del>10/96</del> <u>10/13</u>	M	M by reference	<del>OM by reference</del>	Insert in all <u>new "cost"</u> leases, <del>in accordance with Rehabilitation Act or existing leases IAW 1973 AMS "T3.3.1.A-3 - Electronic Funds Transfer" and RE Guidance "3.1.4.2 - Electronic Fund Transfer (EFT)". Note: Clause is to be used in all cases, 29 but</del> <u>U</u> <del>lessor may qualify for a waiver (See instructions in T3.S3.C1.A-3). 793 The</del>

					<u>clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs.</u>
Seismic Safety In Existing Buildings	10/12	M	M*	N/A	<p>*Mandatory for space leases 10,000 SF or greater in existing buildings. Not required for Leases less than 10,000 SF, if in an area of low seismicity per the criteria set RP-8, Section 1.3, or the FAA determines that the acquisition meets one of the additional exceptions:</p> <p>Small lease housed in single story structure of wood or metal frame less than 3,000 SF.</p> <p>Agency requirement is less than 5 Years.</p> <p>If Lessor or FAA proposes an exemption or the “best available space” exception to the certification requirement RECO must document file with determination after consulting seismic safety personnel.</p>
Seismic Safety For New Construction	10/12	M	M	N/A	Mandatory for leases involving new construction or major renovation (Project cost exceeds 50% of building replacement value)
<del>Interference</del> <u>Subordination, Nondisturbance and Attornment</u>	<del>10/08/99</del>	<del>N/A</del> <u>M</u>	<del>N/A</del> <u>M by reference</u>	<del>M</del> <u>by reference</u>	<del>Mandatory</del> <u>Insert for in all leases involving antenna and rack protect the space rights of the FAA under this lease during a subordination, nondisturbance and/or attornment.</u>
<del>Coordination</del> <u>Sublease</u>	<del>10/08/96</del>	<del>N/A</del> <u>M</u>	<del>N/A</del> <u>M by reference</u>	<del>M</del> <u>N/A</u>	<del>Mandatory</del> <u>Insert for in leases involving where antenna and the RECO</u>

					<del>rack</del> <u>expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease.</u>
<del>Davis System</del> <u>Bacon for Act Award Management - Real Property</u>	<del>6/1/09</del> <u>03</u>	M	M	<del>OM by reference</del>	<del>In</del> <u>Insert accordance with 40 in all new U "cost" leases or bilateral modifications to existing leases IAW AMS "T3.S3.C1.A-3 276a et. - seq. System for Award Management (SAM); use and RE Guidance "3.1.4.2 - System for leases Award Management (SAM)". over \$2,000 SAM is the preferred method of contractor maintenance for construction, FAA, alteration or CO may repair exempt some vendors IAW guidance provided in T3.3.1.8 &amp; RE Guidance 3.1.4.2. If vendor is exempted from use of public SAM, buildings or use clause public "Contractor works to be performed within the United Payment Information - Non SAM - Real States Property".</u>

### SECTION 3 – CLOSING

Notices

Attachments

Name and Title of Owner

Name of Contracting Officer

#### Attachment A Clauses

CLAUSE TITLE	DATE <u>OF</u> <u>CLAUSE</u>	STANDARD LEASE	SMALL LEASE	ANTENNA AND RACK SPACE LEASE	PRESCRIPTION
Adhesives and Sealants	<del>4/1</del> <u>12</u>	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Adjustment For Vacant Premises	10/96	R	O	O	Insert in all leases to provide the Government with protection if use of space changes during lease term.
Ceilings	10/96	R	O	O	Insert in all leases. Any changes should be approved by regional environmental contact.

Condition Report	<del>10/96</del> <u>4/12</u>	O	O	O	Insert in leases where accepting space for occupancy.
Contracting <del>Officers</del> <u>Officer's</u> Representative	10/96	O	O	O	Insert in leases where a COR is designated.
Day to Day Extension	8/02	O	O	O	This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority.
Display Advertising	10/96	O	O	O	Insert in leases where Government is sole occupant.
Doors	4/12	R	O	O	Insert in leases for door requirement.
Electrical Safety	4/12	M	M	M	Insert in all leases. Any changes should be approved by service area environmental contact.
EOSH	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Erection Of Signs	10/96	O	O	O	Insert in leases where signs are required.
Facility Security	4/12	M	M	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety Requirements	4/12	M	M	O	Insert in all leases to provide protection to the Government.
Floor Load	8/02	R	O	O	Insert in all leases. Regional engineer should approve any changes.
General Health and Safety Standards	4/12	R	R	N/A	Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards.
Grounds Maintenance	10/96	R	O	O	Insert in all leases where applicable.
Halon	4/12	R	R	O	Insert in all leases. Any changes should be approved by regional environmental contact.



Hazardous Materials	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Hold Harmless	10/96	M	M	R	Insert in leases in accordance with Federal Tort Claims Act of 1948.
HVAC	<del>10/96</del> <u>4/12</u>	R	O	O	Insert in all leases. RECO's should consult a service area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	O	O	Insert in leases.
Indoor Air Quality	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	O	O	Insert in all leases as needed.
Interest For Late Payment	4/12	O	O	O	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease.
Janitorial Services	4/12	O	O	O	Insert in leases, which provide for janitorial services.
Landscaping	<del>4/12</del> <u>4/12</u>	R	O	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.
Lighting	4/12	R	O	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Measurement For Payment	10/96	R	O	O	Insert in leases to determine the correct amount of space to pay rent on.
Non-Restoration	10/96	M	M	O	Insert in all leases unless specific restorations are negotiated.
Occupancy Permit	<del>4/8/12</del> <u>4/02</u>	M <sup>‡</sup>	M <sup>‡</sup>	O	<sup>‡</sup> This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space.
Operating Costs Escalator	<del>4/10/12</del> <u>96</u>	O	O	O	Insert in lease where applicable.

OSHA Requirements	10/96	M	M	O	Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926.
Painting	4/12	R	O	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	O	O	Insert in leases where applicable.
Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor	4/12	M	M	N/A	Insert in all leases in accordance with FAA Order 1600.72 and 1600.73
Pest Control	4/12	R	O	O	Insert in all leases.
Plans	8/02	R	O	O	Insert in all new lease actions and any alterations/renovations.
Prior Notification	8/02	R	O	N/A	Insert in all leases where construction will be done.
Progressive Occupancy	10/96	O	O	O	Insert in all leases where applicable.
Radon	10/96	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycling	1/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Refrigerants	8/02	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms <del>&amp;</del> <u>and</u> Drinking Fountains	4/12	R	O	O	Insert in all leases.
Seismic Safety for Equipment	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Services and Facilities	4/12	R	O	O	Insert in all leases.
Tax Adjustment	4/12	O	O	O	Insert in all leases where applicable.
Time Extension	10/96	O	O	O	Insert in leases.
Unauthorized Negotiating	<del>4/10/12</del> <u>96</u>	O	O	O	Insert in all leases.
Utilities Not Provided By The Lessor	<del>4</del> /12	R	R	O	Insert in all leases.
Warranty Of Space	4/12	M	R	O	Insert in all leases.

Window <del>&amp;</del> <u>and</u> Floor Covering	4/12	R	O	O	Insert in all leases.
Wiring For Telephones	10/96	O	O	O	Insert in leases.
<b><u>Attachment B Clauses</u></b>					
<b>CLAUSE TITLE</b>	<b>DATE <u>OF</u> <u>CLAUSE</u></b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
Air Balance Report	10/12	R	O	O	Insert in leases where applicable.
Amortization Schedule	10/12	R	O	O	Insert in leases where applicable.
As-Built Floor Plans After Occupancy	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule and Acceptance of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction Waste Management	<del>7/</del> 10/12	R	O	O	Insert in leases where applicable.
Construction Inspections	10/12	R	O	O	Insert in leases where applicable.
Design Intent Drawings	10/12	R	O	O	Insert in leases where applicable.
High Performance Sustainable Building (HPSB) Requirements	10/12	R	O	O	Insert in leases where applicable.
Lease Commencement	7/10	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Allowance in the Event of Cancellation	10/12	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Costs In Excess of The Allowance	10/12	R	O	O	Insert in leases where applicable.
Liquidated Damages	7/10	R	O	O	Insert in leases where applicable.
Measurement of Space	7/10	R	O	O	Insert in leases where applicable.
Occupancy Permit	10/12	R	O	O	Insert in leases where applicable.
Other Requirements	7/10	R	O	O	Insert in leases where applicable.
Progress Reports	7/10	R	O	O	Insert in leases where applicable.
Rent Commencement	7/10	R	O	O	Insert in leases where applicable.
Required Information Post Award: Green Label Certification for	10/12	R	O	O	Insert in leases where applicable.

Sustainability Verification					
Responsibility of the Lessor and Lessor's Architect/Engineer	10/12	R	O	O	Insert in leases where applicable.
Review of Working/Construction Documents	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements Price Proposal Based on Construction Drawings	10/12	R	O	O	Insert in leases where applicable.
Walk-Through and Acceptance of Space	10/12	R	O	O	Insert in leases where applicable.
Work Performance	7/10	R	O	O	Insert in leases where applicable.
Working/Construction Drawings	7/10	R	O	O	Insert in leases where applicable.
<b>FORMS</b>					
<b>CLAUSE TITLE</b>	<b>DATE <u>OF</u> <u>CLAUSE</u></b>	<b>STANDARD LEASE</b>	<b>SMALL LEASE</b>	<b>ANTENNA AND RACK SPACE LEASE</b>	<b>PRESCRIPTION</b>
ABAAS Compliance Report	10/ <del>06</del> <u>12</u>	M	M	N/A	Required for lessor to fill out to comply with ABAAS standard
Certification for Seismic Safety	<del>9</del> <u>10</u> / <del>98</del> <u>12</u>	M	M	N/A	Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award.
Checklist for Rural Development Act	4/ <del>03</del> <u>10</u>	M	M	N/A	Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs.
<del>Space</del> Safety and Environmental <del>Certification</del> Checklist	<del>8</del> <u>4</u> / <del>02</del> <u>12</u>	R	O	N/A	Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award.
Vendor/Miscellaneous Payment Information Form	<del>11</del> <u>7</u> / <del>97</del> <u>10</u>	M	M	M	EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This

					attachment becomes part of the file after lease award.
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#### Section 2.4.16 : Environmental / Sustainability / Energy

Old Content: Real Estate Guidance :

#### Section 2.4.16 : Environmental / Sustainability / Energy

##### A. Guidance

FAA is required to significantly reduce the negative environmental effects of constructing, leasing, operating and maintaining and demolishing buildings. Some of the potential results from successful reduction of negative environmental effects may include: 1) a reduction in total life-cycle costs of facilities through the improvement of energy efficiency and the implementation of alternative energy technologies; 2) a reduction in total adverse environmental impacts by the reduction of carbon emissions; and 3) an enhancement of the safety, health and productivity of FAA employees through the reduction in the use of toxic chemicals in buildings.

##### 1. High Performance Sustainable Buildings

Executive Order (EO) 13423, Strengthening Federal Environmental, Energy, and Transportation Management, dated January 24, 2007, and EO 13514, Federal Leadership in Environmental, Energy, and Economic Performance, dated October 5, 2009, require federal agencies to comply with the Guiding Principles for High Performance and Sustainable Buildings (Guiding Principles). The Guiding Principles establish building standards for:

- Integrated design,
- Energy performance,
- Water conservation,
- Indoor environmental quality, and
- Building materials.

The Interagency Sustainability Working Group (ISWG), established by EO 13423, issued the current version of the Guiding Principles on December 1, 2008, which includes standards for building construction and major renovation, as well as standards for building operation and maintenance (HPSB Appendix).

The EOs direct the FAA to incorporate the HPSB Guiding Principles into 15% of its existing owned and directly leased occupied building inventory greater than 5,000 square feet (it should be noted that Energy Independence and Security Act (EISA) requires Energy Star labeled buildings for 10,000 gross square feet or above) by 2015 and demonstrate annual progress thereafter toward 100% conformance. FAA's strategy to meet this mandate includes acquiring green leases.

New or succeeding lease space and space which FAA shall continue to occupy through a succeeding lease must meet the Guiding Principles (HPSB Appendix). A RECO can identify buildings that will meet the Guiding Principles by looking for Energy Star labeled buildings or buildings that have received Leadership in Energy and Environmental Design (LEED) certification. A RECO may pay more for sustainable lease spaces to the extent that funds are available. The space acquisition shall be considered financially feasible if the rental offer for space in a conforming building is no more than 10% greater than the market rate for a comparable conventional building in the same rental market. If the market does not support buildings that meet the Guiding Principles (e.g., the RECO is unable to obtain sufficient competition for HPSBs, the offered rental rates are excessive, etc.), then the RECO must provide written justification for the inability to meet the Guiding Principles in the Negotiator Report. Notwithstanding the foregoing, the RECO shall include within the solicitation all AMS provisions applicable to the acquisition of sustainable or "green" space.

## 2. Energy Star Buildings

As of December 19, 2010, Section 435 of the EISA mandates that, if financially feasible, all new space must be acquired in buildings having either an Energy Star label for the most recent year, or a commitment from the Lessor to earn the Energy Star label within one year of signing the lease. The acquisition shall be considered financially feasible if the proposed rental is no more than 10% over the market rate for a comparable building in the same rental market. Regardless of whether or not acquiring space in an Energy Star designated building is financially feasible, the RECO shall incorporate all AMS provisions applicable to the acquisition of sustainable or "green space", which include the provisions for Energy Star designation, into the Solicitation for Offer (SFO).

In addition to financial infeasibility, there are four other exemptions to the requirement for the Energy Star label that are allowable. They are the following:

1. No space is offered in a building with an Energy Star label in the delineated area that meets the functional requirements of an agency, including location needs;
2. The agency will remain in a building they currently occupy;
3. The lease will be in a building of historical, architectural, or cultural significance verified by listing or eligibility for listing on the National Register of Historic Places; or
4. The lease is for no more than 10,000 gross square feet of space.

The determination of whether or not a particular building meets the requirements for an exception to the requirement for an Energy Star label, shall be based upon a review of supporting documentation submitted to the RECO by the Lessor/Offeror. If the documentation submitted is determined sufficient to establish such an exception, the Lessor/Offeror shall be required to renovate the subject building with all energy efficiency and conservation improvements that would be cost effective over the life of the lease. As mentioned in the HPSB Guidance, a RECO may pay more for sustainable lease spaces to the extent that funds are available. The acquisition of space that complies shall be considered financially feasible if the rental offered for a conforming building is no more than 10% over the market rate for a comparable conventional building in the same rental market. As stated previously,

if unable to obtain space designated as Energy Star compliant, the RECO must provide written justification for such inability in the Negotiator Report.

### B. Applicability of Sustainability Requirements to FAA Space Acquisition

The requirements of this section apply to all FAA owned and leased buildings reported in the Real Estate Management System (REMS). The FAA has updated its inventory of buildings and is working towards meeting the EO 13423 and 13514 and EISA requirements regarding High Performance Sustainable Buildings (HPSB). HPSB requirements apply to space and buildings having the following characteristics: 1) owned or leased and 2) over 5,000 square feet (Guiding Principles).

### C. Laws, Executive Orders, Regulations and Other Policies Applicable to Sustainability

Legal and other programmatic requirements for the acquisition of space in sustainable buildings include:

1. Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, 74 FR 52117, October 5, 2009
2. Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, 72 FR 2763, January 23, 2007
3. Office of Management and Budget (OMB) Circular No. A-11, June 27, 2002
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7. Implementing Instructions - Sustainable Locations for Federal Facilities
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10. Resource Conservation and Recovery Act (RCRA)
11. FAA Order 1050.19B, Environmental Due Diligence Audits (EDDA) in the Conduct of FAA Real Property Transactions
12. Knowledge Services Network (KSN)
13. FedCenter and The Whole Building Design Guide (WBDG) Websites

### Question and Answers concerning FAA Order 1050.19B

Q 1: Is the RECO required to obtain a memorandum as stated in 1050.19B 1-9b(3) or an EDDA if the RECO is executing a new or succeeding lease or exercising an option to renew the land lease?

A 1: At this time and until further notice of a change to the FAA Order 1050.19B, the requirements to obtain an EDDA, EDDA waiver, or memorandum remain in place and are the responsibility of the service/office requester to provide to the RECO. If the memorandum is not provided, the RECO can cite in the Negotiator Report that the EDDA memorandum



required for the lease renewal transaction was not received from the LOB requester per FAA order 1050.19B 1-9b(3).

#### D. Definitions

See Appendix E to this Guidance for a full listing of terms and definitions applicable to HPSB. Set forth below are some of the most commonly used terms and definitions applicable to sustainability.

- Energy Intensity - energy consumption per square foot of building space, including industrial or laboratory facilities (EO 13514, Section 19(f)).
- Environmental - environmental aspects of internal agency operations and activities, including those aspects related to energy and transportation functions (EO 13514, Section 19(g)).
- Sustainability - to create and maintain conditions, under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic, and other requirement of present and future generations of Americans (EO 13423, Section 9 and EO 13514, Section 19(l)).

#### E. Operation and Maintenance

The Guiding Principles (HPSB APPENDIX) include standards for both building construction and major renovation as well as for the operation and maintenance (O&M) of buildings and space. The O&M program for leased buildings should be monitored by the Lessor throughout the lease term and O&M information provided to the RECO to ensure it conforms to the O&M requirements of the Guiding Principles.

#### F. Tracking and Reporting Sustainability Compliance

Tracking and reporting on agency progress towards reaching the sustainable buildings goals is a requirement of EOs 13423 and 13514 and EISA 432. To leverage existing resources related to real property management, sustainable building inventory data is reported in the Federal Real Property Profile (FRPP) database via FRPP data element #25 "Sustainability". In order to select "Yes (1)" for data element #25, the new, existing or non-GSA leased building must meet the Guiding Principles (HPSB APPENDIX). The rate of building conformance to the Guiding Principles is reported by the Department of Transportation (DOT) to Office of Management and Budget (OMB) annually with mid-year progress updates via the Sustainability Scorecard.

##### 1. Tools to use for Reporting:

The following are the systems and tools that must be used to report data on HPSB in order to meet the requirements of EOs 13514 and 13423 and EISA:



1. Real Estate Management System (REMS) - Submit the Federal Real Property Portfolio (FRPP) annually as well as additional information on buildings that meet the criteria for HPSB. Users are assigned and managed by ALO-300.
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Also, the Energy Star Portfolio Manager can help FAA track and report on its progress in acquiring leased Energy Star buildings. Federal agencies assessing their existing building inventory against the Guiding Principles for HPSBs can use the Guiding Principles Checklist. Access the Guiding Principles Checklist from the [Energy Star website](#).

New Content: Real Estate Guidance :  
Section 2.4.16 : Environmental / Sustainability / Energy

#### A. Guidance

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4. The lease is for no more than 10,000 gross square feet of space.

The determination of whether or not a particular building meets the requirements for an exception to the requirement for an Energy Star label, shall be based upon a review of supporting documentation submitted to the RECO by the Lessor/Offeror. If the

documentation submitted is determined sufficient to establish such an exception, the Lessor/Offeree shall be required to renovate the subject building with all energy efficiency and conservation improvements that would be cost effective over the life of the lease. As mentioned in the HPSB Guidance, a RECO may pay more for sustainable lease spaces to the extent that funds are available. The acquisition of space that complies shall be considered financially feasible if the rental offered for a conforming building is no more than 10% over the market rate for a comparable conventional building in the same rental market. As stated previously, if unable to obtain space designated as Energy Star compliant, the RECO must provide written justification for such inability in the Negotiator Report.

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Legal and other programmatic requirements for the acquisition of space in sustainable buildings include:

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Red Line Content: Real Estate Guidance :  
Section 2.4.16 : Environmental / Sustainability / Energy

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The following are the systems and tools that must be used to report data on HPSB in order to meet the requirements of EOs 13514 and 13423 and EISA:

1. Real Estate Management System (REMS) - Submit the Federal Real Property Portfolio (FRPP) annually as well as additional information on buildings that meet the criteria for HPSB. Users are assigned and managed by ALO-300.
2. Energy Star Portfolio Manager - Generates a Guiding Principle checklist for reporting HPSBs for FAA. For all leased buildings, the Lessor is required to use this tool to track progress towards meeting the Guiding Principles. The Energy Star Portfolio Manager GP checklist should be provided to the RECO.

Also, the Energy Star Portfolio Manager can help FAA track and report on its progress in acquiring leased Energy Star buildings. Federal agencies assessing their existing building inventory against the Guiding Principles for HPSBs can use the Guiding Principles Checklist. Access the Guiding Principles Checklist from the [Energy Star](#) website.

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## Section 6.2 : Real Estate Career Levels

Old Content: Real Estate Guidance :

### Section 6.2 : Real Estate Career Levels

#### 1. Levels of Warrants

1170 Level 1/Entry Level - (F band) - Entry Level the FAA Realty Specialist competencies are designed to establish fundamental qualifications and expertise in their position. Development at the entry level lays the foundation for career progression and is designed to prepare qualified personnel for positions of increasing responsibility.

At the Entry Level, Realty Specialists should be exposed to fundamental real estate acquisition procedures. They should perform a progressive range of tasks including a variety of basic and/or routine real estate assignments under the close direction of a more experienced professional and/or manager or team lead. An Entry Level Realty Specialist demonstrates basic competence necessary to accomplish assignments.

Warrants are not issued for individuals at Level 1.

Training Requirements: Each 1170/Level 1 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 1/Entry Level should at a minimum fulfill three mandatory courses (from the list below 1-15) before

progressing to Level 2/Intermediate Level. The core mandatory classes required for Level 1/Entry are as follows:

1. FAA Basic Real Estate Course;
2. FAA Legal/Real Estate Course;
3. FAA Space Lease Project Development Course;
4. ABAAS Familiarization;
5. Acquisition Law Training;
6. Communicate for Results;
7. DELPHI/PRISM Overview;
8. Federal Real Property Lease Law;
9. AMS Course;
10. Lease Administration;
11. PRISM Realty Specialist Course;
12. Real Estate Tracking System (RETS);
13. Real Estate Management System (REMS);
14. Techniques of Negotiation Federal Real Property Lease;
15. Project Management Fundamentals;
16. Introduction to Project Management using Project 2010;
17. Real Estate Conference sponsored by ALO-200

1170 Level 2/Intermediate Level - (G band) At the intermediate level, specialization is emphasized. At the Intermediate Level the FAA Real Estate Contracting Officers (RECO) perform multiple, varying, and progressively more complex real estate functions with limited direction. Some projects may require competence in working across functional and/or organizational lines. The Intermediate Level RECO acts as an individual contributor and/or member of a team and may perform some leadership functions for small projects/programs or other work activities. They also develop experience and demonstrate progressively more advanced competence to plan and accomplish assignments. The Intermediate Level RECO has a limited warrant based upon their manager's assessment.

Warrants for Level 2 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The initial warrant level is set \$250,000 and can be adjusted incrementally not to exceed \$1 million by the RECO's manager.

Training Requirements: Each 1170/Level 2 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 2/Intermediate Level should at a minimum fulfill six of the mandatory core courses (from the list below 3 courses from 1, and 3 from 2-7) before progressing to Level 3/Senior Level. The core mandatory classes required for Level 2/Intermediate are as follows:

1. List of mandatory core courses under Level 1/Entry (see above 1-15);
2. Basic Appraisal Principles;
3. Environmental Due Diligence Audit;
4. FAA Advance Real Estate Course;

- 5. Negotiation Strategies and Techniques;
- 6. Utilization and Disposal of Real Property;
- 7. One elective

1170/Level 3/Senior/Advanced Level - (H band) - A Senior Level FAA RECO should have an in-depth knowledge across the entire real estate acquisition process. The Senior Level RECO is considered a subject matter expert in the real estate discipline who provides leadership for highly complex and challenging activities with minimal direction. The Senior Level RECO may act as a principal specialist to develop new and innovative approaches, methodologies, and techniques, and acts as a leader to define and direct challenging projects/programs/activities. The Senior Level RECO identifies and resolves challenging problems or issues which often cross organizational boundaries and impact the accomplishment of strategic objectives. The Senior Level RECO has an unlimited warrant.

Warrants for Level 3 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The senior warrant level is set at \$1,000,000 and can be adjusted incrementally to an unlimited level by the RECO's manager.

Training Requirements: Each 1170/Level 3 will outline in their training plan, with approval from the Group Managers, when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 3/Senior Level should at a minimum fulfill one mandatory core courses per year to maintain their warrant (see list below 1-3). The core mandatory classes required for Level 3/Senior are as follows:

1. List of mandatory core courses under Level 1/Entry (1-15) and list of mandatory courses under Level 2/Intermediate (2-7);
2. Project Management;
3. One elective

## II. Warrant Information

Below is the information pertaining to the information and understanding of Warrants related to the Real Estate Contracting Officer(s) (RECOs). For full version please see T3.1.4 Contracting Officer Warrants.

### Warrant Level Information for the RECO:

a. Certificate of Appointment. The FAE delegates contracting authority to procurement and real property COs through a written certificate of appointment, also known as a warrant. This certificate of appointment authorizes the individual to legally bind FAA. Warranted individuals cannot further delegate their warrant authority or "sign for" or over the name of another CO.

b. FAE Approval. All certificates of appointments, or warrants, must be approved by the FAE prior to them becoming effective.

c. Limitations. Warrants define the dollar and scope limitations of the authority. Warrants may be limited or unlimited. A limited warrant states a total dollar limitation for each transaction. The dollar value of a transaction includes the total contract value including the base year and all options. An unlimited warrant allows transactions at any dollar value. In addition to the dollar value, limited and unlimited warrants must expressly state any limitations of authority (other than limitations in applicable laws or regulations) and state the specific type of transaction to any real property action the CO is authorized to make such as grants, cooperative agreements and other transactions (see T3.8.1 for more information). Currently grants, cooperative agreements and other transactions are excluded from delegated contracting authority for procurement and real property contracting officers and other authorized individuals unless expressly stated in the warrant.

d. Warrant Levels. There are two warrant levels, which apply to real estate contracting authority. These levels along with training curriculum are outlined in the Real Estate Competencies.

e. Procedures for Obtaining Certificate of Appointment.

(1) The request for a certificate of appointment/warrant must be prepared using the "Real Estate Contracting Officer Warrant Request" (see Real Estate Templates) by the individual and submitted to his or her Logistics Service Area Real Estate Group Manager.

(2) The real estate group manager reviews the package to ensure that the individual meets the training, education, and experience requirements commensurate with the proposed delegated threshold. If the group manager concurs, he or she forwards the nominee's package to the COCO.

(3) The COCO reviews the request and supporting documentation for completeness and evaluates the applicant's acquisition experience, training, and evidence of certification. If the COCO concurs, he or she signs the request and forwards the request to the Director of Aviation Logistics Organization (ALO-1).

(4) The ALO-1 will review and forward the request with a recommendation to the FAE who will issue a certificate of appointment. The certificate of appointment must include a warrant number, dollar limit of warrant authority, and any other applicable limitations, such as restrictions to certain types of transactions. If approved, the FAE will sign the delegation and return it to the ALO-1 for distribution.

f. Discrete Authority for Grants, Cooperative Agreements and Other Transactions. The Administrator's authority to award and administer grants, cooperative agreements and other transactions is delegated to the FAA Acquisition Executive (FAE), who subsequently redelegated this authority to the COCO (see AMS Procurement Toolbox Procurement Delegation of Authority), subject to the below restrictions:

(1) COCO Redelegation. The COCO may redelegate this authority to procurement and real property COs and other individuals with required knowledge, experience, training, and skills for awarding and administering these types of transactions. All delegations must be in writing and expressly state the types of transactions and any limitations.

(2) Administrator's Review. Individuals delegated this authority must ensure that prior to award, the Administrator is notified and allowed to review any non-AIP grant, cooperative agreement, or other transactions with a cumulative value of \$10 million or more, or with

significant Congressional interest. (See AMS Procurement Guidance T3.8.1 Agreements, Cooperative Agreements, Gifts & Bequests, subparagraph 1.m for additional information.); and

(3) Certificate of Appointment. The written certificate of appointment must expressly state authority to execute grants, cooperative agreements and other transactions.

g. Displaying Warrants and Other Certificate of Appointment. Real Estate COs must prominently display the warrant or other certificate of appointment to make information on the authority and any limitations readily available to the public and FAA personnel.

h. Skills Currency (Maintenance)/Continuous Learning. To maintain the delegated contracting authority, individuals must take the real estate curriculum associated with the competencies for that level.

### III. Maintenance of Warrants for 1170 Series

In order for 1170 (Level 1/2/3) to maintain their warrants or progress to the next level, they must take the mandatory core real estate classes courses in Appendix I within the time frame established on their training plan with their Group Managers concurrence. Please see section I in order to determine which mandatory core classes must be satisfied in order to progress to the next real estate level.

Continuous Learning: An 1170 (Level 1/2/3) is required to maintain technical proficiency through the successful completion, every 2 years, of a minimum of 80 hours of real property training. The 1170/Realty Specialist or RECO can accomplish the above requirement through participation in workshops, seminars, symposiums, and formal classroom training. All Subject Matter Experts (SMEs) who provide support to the CMEL instructors for the real estate training classes will receive training hours equal to half of the total hours received by the students, i.e. if the training hours for the course is 24, the SME will receive 12 hours. The hours will count towards the 80 hour training requirement every two years.

As agreed to by the employee and Group Manager, electives may be any training course related to the employee's job, those necessary for career development, or those used for cross training. Electives may include no-cost distance learning, assignment-specific courses, or other training opportunities (please see 6.4 Learning Options for list of more classes).

All training and education information relating to 1170 series personnel must have a training plan and training must be entered into the enterprise Learning Management System (eLMS) (FAA only).

New Content: Real Estate Guidance :  
Section 6.2 : Real Estate Career Levels

### I. Levels of Warrants

1170 Level 1/Entry Level - (F band) - Entry Level the FAA Realty Specialist competencies are designed to establish fundamental qualifications and expertise in their position. Development at the entry level lays the foundation for career progression and is designed to prepare qualified personnel for positions of increasing responsibility.

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Warrants are not issued for individuals at Level 1.

Training Requirements: Each 1170/Level 1 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 1/Entry Level should at a minimum fulfill three mandatory courses (from the list below 1-15) before progressing to Level 2/Intermediate Level. The core mandatory classes required for Level 1/Entry are as follows:

1. FAA Basic Real Estate Course;
2. FAA Legal/Real Estate Course;
3. FAA Space Lease Project Development Course;
4. ABAAS Familiarization;
5. Acquisition Law Training;
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11. PRISM Realty Specialist Course;
12. Real Estate Tracking System (RETS);
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14. Techniques of Negotiation Federal Real Property Lease;
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17. Real Estate Conference sponsored by ALO-200

1170 Level 2/Intermediate Level - (G band) At the intermediate level, specialization is emphasized. At the Intermediate Level the FAA Real Estate Contracting Officers (RECO) perform multiple, varying, and progressively more complex real estate functions with limited direction. Some projects may require competence in working across functional and/or organizational lines. The Intermediate Level RECO acts as an individual contributor and/or member of a team and may perform some leadership functions for small projects/programs or other work activities. They also develop experience and demonstrate progressively more



advanced competence to plan and accomplish assignments. The Intermediate Level RECO has a limited warrant based upon their manager's assessment.

Warrants for Level 2 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The initial warrant level is set \$250,000 and can be adjusted incrementally not to exceed \$1 million by the RECO's manager.

Training Requirements: Each 1170/Level 2 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 2/Intermediate Level should at a minimum fulfill six of the mandatory core courses (from the list below 3 courses from 1, and 3 from 2-7) before progressing to Level 3/Senior Level. The core mandatory classes required for Level 2/Intermediate are as follows:

1. List of mandatory core courses under Level1/Entry (see above 1-15);
2. Basic Appraisal Principles;
3. Environmental Due Diligence Audit;
4. FAA Advance Real Estate Course;
5. Negotiation Strategies and Techniques;
6. Utilization and Disposal of Real Property;
7. One elective

1170/Level 3/Senior/Advanced Level - (H band) - A Senior Level FAA RECO should have an in-depth knowledge across the entire real estate acquisition process. The Senior Level RECO is considered a subject matter expert in the real estate discipline who provides leadership for highly complex and challenging activities with minimal direction. The Senior Level RECO may act as a principal specialist to develop new and innovative approaches, methodologies, and techniques, and acts as a leader to define and direct challenging projects/programs/activities. The Senior Level RECO identifies and resolves challenging problems or issues which often cross organizational boundaries and impact the accomplishment of strategic objectives. The Senior Level RECO has an unlimited warrant.

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Training Requirements: Each 1170/Level 3 will outline in their training plan, with approval from the Group Managers, when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 3/Senior Level should at a minimum fulfill one mandatory core courses per year to maintain their warrant (see list below 1-3). The core mandatory classes required for Level 3/Senior are as follows:

1. List of mandatory core courses under Level1/Entry (1-15) and list of mandatory courses under Level 2/Intermediate (2-7);
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### 3. One elective

## II. Warrant Information

Below is the information pertaining to the information and understanding of Warrants related to the Real Estate Contracting Officer(s) (RECOs). For full version please see T3.1.4 Contracting Officer Warrants.

### Warrant Level Information for the RECO:

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b. FAE Approval. All certificates of appointments, or warrants, must be approved by the FAA Acquisition Executive (FAE) prior to them becoming effective with the exception of real estate contracting officer's warrants as delegated to the Logistics Service Area Managers (LSAMs) in the memo dated January 9, 2012 (<http://fast.faa.gov/docs/RealPropertyDelegation.pdf>).

c. Limitations. Warrants define the dollar and scope limitations of the authority. Warrants may be limited or unlimited. A limited warrant states a total dollar limitation for each transaction. The dollar value of a transaction includes the total contract value including the base year and all options. An unlimited warrant allows transactions at any dollar value. In addition to the dollar value, limited and unlimited warrants must expressly state any limitations of authority (other than limitations in applicable laws or regulations) and state the specific type of transaction to any real property action the CO is authorized to make such as grants, cooperative agreements and other transactions (see T3.8.1 for more information). Currently grants, cooperative agreements and other transactions are excluded from delegated contracting authority for procurement and real property contracting officers and other authorized individuals.

d. Warrant Levels. There are two warrant levels (i.e., Levels 2 and 3), which apply to real estate contracting authority. These levels along with training curriculum are outlined in the Real Estate Competencies.

### e. Procedures for Obtaining Certificate of Appointment.

(1) The request for a certificate of appointment/warrant shall be prepared using the "Real Estate Contracting Officer Warrant Request" (see Real Estate Templates) by the individual's supervisor and submitted to his or her Logistics Service Area Real Estate Group Manager.

(2) The real estate group manager reviews the package to ensure that the individual meets the training, education, and experience requirements commensurate with the proposed delegated threshold. If the Real Estate Group Manager concurs, he or she forwards the nominee's package to the LSAM.

(3) The LSAM reviews the request and supporting documentation for completeness and



evaluates the applicant's Real Estate experience, training, and evidence of certification. The certificate of appointment must include a warrant number, dollar limit of warrant authority, and any other applicable limitations, such as restrictions to certain types of transactions. If the LSAM concurs, he or she signs the warrant template provided to the LSAM and approves the request and forwards a signed copy to the Acquisition Career Manager (ACM) and ALO-200.

Note warrant template is provided to the LSAMs via the Real Estate Group Managers from ALO-200.

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In order for 1170 (Level 1/2/3) to maintain their warrants or progress to the next level, they must take the mandatory core real estate classes courses in Appendix I within the time frame established on their training plan with their Group Managers concurrence. Please see section I in order to determine which mandatory core classes must be satisfied in order to progress to the next real estate level.

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Red Line Content: Real Estate Guidance :  
Section 6.2 : Real Estate Career Levels

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Training Requirements: Each 1170/Level 3 will outline in their training plan, with approval from the Group Managers, when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 3/Senior Level should at a minimum fulfill one mandatory core courses per year to maintain their warrant (see list below 1-3). The core mandatory classes required for Level 3/Senior are as follows:

1. List of mandatory core courses under Level 1/Entry (1-15) and list of mandatory courses under Level 2/Intermediate (2-7);
2. Project Management;
3. One elective

## II. Warrant Information

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### Warrant Level Information for the RECO:

a. Certificate of Appointment. The FAE delegates contracting authority to procurement and real property COs through a written certificate of appointment, also known as a warrant. This certificate of appointment authorizes the individual to legally bind the FAA. Warranted individuals cannot further delegate their warrant authority or "sign for" ~~or over~~ the name of another CO.

b. FAE Approval. All certificates of appointments, or warrants, must be approved by the FAA Acquisition Executive (FAE) prior to them becoming effective with the exception of real estate contracting officer's warrants as delegated to the Logistics Service Area Managers (LSAMs) in the memo dated January 9, 2012 (<http://fast.faa.gov/docs/RealPropertyDelegation.pdf>).

c. Limitations. Warrants define the dollar and scope limitations of the authority. Warrants may be limited or unlimited. A limited warrant states a total dollar limitation for each transaction. The dollar value of a transaction includes the total contract value including the base year and all options. An unlimited warrant allows transactions at any dollar value. In addition to the dollar value, limited and unlimited warrants must expressly state any limitations of authority (other than limitations in applicable laws or regulations) and state the specific type of transaction to any real property action the CO is authorized to make such as grants, cooperative agreements and other transactions (see T3.8.1 for more

information). Currently grants, cooperative agreements and other transactions are excluded from delegated contracting authority for procurement and real property contracting officers and other authorized individuals ~~unless expressly stated in the warrant.~~

d. Warrant Levels. There are two warrant levels (i.e., Levels 2 and 3), which apply to real estate contracting authority. These levels along with training curriculum are outlined in the Real Estate Competencies.

e. Procedures for Obtaining Certificate of Appointment.

(1) The request for a certificate of appointment/warrant ~~must~~ shall be prepared using the "Real Estate Contracting Officer Warrant Request" (see Real Estate Templates) by the individual's supervisor and submitted to his or her Logistics Service Area Real Estate Group Manager.

(2) The real estate group manager reviews the package to ensure that the individual meets the training, education, and experience requirements commensurate with the proposed delegated threshold. If the ~~group~~ Real Estate Group Manager concurs, he or she forwards the nominee's package to the ~~COCO~~ LSAM.

(3) The ~~COCO~~ LSAM reviews the request and supporting documentation for completeness and evaluates the applicant's ~~acquisition~~ Real Estate experience, training, and evidence of certification. If the ~~COCO~~ concurs, he or she signs the request and forwards the request to the Director of Aviation Logistics Organization (ALO-1). (4) The ALO-1 will review and forward the request with a recommendation to the FAE who will issue a certificate of appointment. The certificate of appointment must include a warrant number, dollar limit of warrant authority, and any other applicable limitations, such as restrictions to certain types of transactions. If ~~approved~~ the LSAM concurs, he or she signs the ~~FAE will~~ warrant template ~~sign~~ provided to the LSAM and approves the ~~delegation~~ request and ~~return~~ forwards a signed ~~it~~ copy to the Acquisition Career Manager (ACM) and ALO-~~1~~200.

Note ~~for~~ warrant template is provided to the LSAMs via the Real Estate Group Managers from ~~distribution~~ ALO-200.

f. Discrete Authority for Grants, Cooperative Agreements and Other Transactions. The Administrator's authority to award and administer grants, cooperative agreements and other transactions is delegated to the FAA Acquisition Executive (FAE), who subsequently redelegated this authority to the ~~COCO~~ LSAM (see AMS Procurement Toolbox Procurement Delegation of Authority), subject to the below restrictions:

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(32) Certificate of Appointment. The written certificate of appointment must expressly state authority to execute grants, cooperative agreements and other transactions.

g. Displaying Warrants and Other Certificate of Appointment. Real Estate COs must prominently display the warrant or other certificate of appointment to make information on the authority and any limitations readily available to the public and FAA personnel.

h. Skills Currency (Maintenance)/Continuous Learning. To maintain the delegated contracting authority, individuals must take the real estate curriculum associated with the competencies for that level.

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In order for 1170 (Level 1/2/3) to maintain their warrants or progress to the next level, they must take the mandatory core real estate classes courses in Appendix I within the time frame established on their training plan with their Group Managers concurrence. Please see section I in order to determine which mandatory core classes must be satisfied in order to progress to the next real estate level.

Continuous Learning: An 1170 (Level 1/2/3) is required to maintain technical proficiency through the successful completion, every 2 years, of a minimum of 80 hours of real property training. The 1170/Realty Specialist or RECO can accomplish the above requirement through participation in workshops, seminars, symposiums, and formal classroom training. All Subject Matter Experts (SMEs) who provide support to the CMEL instructors for the real estate training classes will receive training hours equal to half of the total hours received by the students, i.e. if the training hours for the course is 24, the SME will receive 12 hours. The hours will count towards the 80 hour training requirement every two years.

As agreed to by the employee and Group Manager, electives may be any training course related to the employee's job, those necessary for career development, or those used for cross training. Electives may include no-cost distance learning, assignment-specific courses, or other training opportunities (please see 6.4 Learning Options for list of more classes).

All training and education information relating to 1170 series personnel must have a training plan and training must be entered into the enterprise Learning Management System (eLMS) (FAA only).

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