

CHANGE REQUEST COVER SHEET

Change Request Number: 10-29

Date Received: 1/7/2010

Title: Real Property and Facilities

Name: Mark Timken

Phone: 425-227-2865

Policy OR Guidance: Guidance

Section/Text Location Affected: Real Estate Guidance, Section 1.3, 2.6 and 4.3.

Summary of Change: Removing all Real Estate Land Form Templates from Section 1.3 Land Forms, 2.6 Space Forms and 4.3 Utility forms and creating a Real Estate Form Template Library Site under "Real Estate Guidance" webpage in FAST. This is modeled after the Procurement Toolbox Forms Site. Also adding links to PRISM, REMS and RETS on the same webpage.

Reason for Change: To consolidate Real Estate forms to a central library location and makes forms more downloadable with no formatting issues for the users. Adding useful links to PRISM, REMS and RETS - which Realty Specialists use on a regular basis.

Development, Review, and/or Concurrence: ALO-200

Target Audience: Real Estate Contracting Officers and Realty Specialists

Potential Links within FAST for the Change: New link to be created under Real Estate Guidance <http://fast.faa.gov/realestate/index.htm>.

Briefing Planned: No

ASAG Responsibilities: None

Potential Links within FAST for the Change: New link to be created under Real Estate Guidance <http://fast.faa.gov/realestate/index.htm>.

Links for New/Modified Forms (or) Documents (LINK 1) [New Link called Real Estate Form Templates to be inserted after the Real Property Guidance link.](#)

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

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

SECTIONS REMOVED:

Real Estate Guidance :

Section 1.3.15 : Outgrant Checklist [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.14 : Certificate and Inspection Form [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.13 : Estoppel Certificate [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.12.3 : ATO-F Appraisal Request Form [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.12.2 : Appraisal SOW Template [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.12.1 : Appraisal Request Letter [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.11 : Notice of Cancellation of Lease [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.11 : Appraisal Forms [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.10 : Offer to Sell Template [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.9 : Outgrant Permit Form (for federal/other government) [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.8 : Outgrant License Form (for non-fed entity) [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.7.1 : Authorities Reference for Negotiator Report [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.7 : Negotiator Report [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.6 : Land Lease Review Checklist [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.5.2 : Land Lease File Checklist Narrative [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.5.1 : On-Airport Land Lease and MOA File Checklist [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.5 : Off-Airport Land Lease File Checklist [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.4 : Alternate A and B Restoration Clause [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.3 : No Cost Land on Airport Memorandum of Agreement Template [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.2 : Land Off an Airport [\[Old Content\]](#)

Real Estate Guidance :

Section 1.3.1 : Land On an Airport [\[Old Content\]](#)

Real Estate Guidance :

Section 2.6.26 : Outgrant Checklist [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.25 : Estoppel Certificate [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.24 : Notice of Cancellation of Lease [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.23.1 : COR Transmittal Letter [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.23 : COR Delegation Memorandum [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.22 : Outgrant Permit Form (for Fed/Other Government) [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.21 : Outgrant License Form (for non-Fed entity) [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.20.1 : Space Lease File Checklist Narrative [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.20 : Space Lease File Checklist [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.19 : Space Lease Review Checklist [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.18.1 : Authorities Reference for Negotiator Report [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.18 : Negotiator Report [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.17 : ABAAS Compliance Report [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.16 : Rural Development Act (RDA) Checklist [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.14 : Space Requirements Questionnaire [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.13 : Supplemental Lease Agreement (SLA) [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.12 : Space Solicitation Information [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.10 : Space Market Survey Form (use a separate form for each property survey) [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.9 : Small Space Lease Form [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.6 : Proposal to lease Space Format [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.5 : Lessors Annual Cost Statement [\[Old Content\]](#)
Real Estate Guidance :

Section 2.6.4 : Certification of Seismic Compliance [\[Old Content\]](#)

Real Estate Guidance :

Section 2.6.3 : Attachment - A to Space Lease [\[Old Content\]](#)

Real Estate Guidance :

Section 2.6.2 : Antenna and Rack Space Template [\[Old Content\]](#)

Real Estate Guidance :

Section 2.6.1 : LLC Certificate [\[Old Content\]](#)

Real Estate Guidance :

Section 4.3.2 : Utility Service Checklist [\[Old Content\]](#)

Real Estate Guidance :

Section 4.3.1 : Utility Service Application [\[Old Content\]](#)

SECTIONS EDITED:

Real Estate Guidance :

Section 1.3 : Land Lease Templates [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.6 : Space Lease Templates [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 4.3 : Utility Templates [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

SECTIONS REMOVED:

Real Estate Guidance :

Section 1.3.15 : Outgrant Checklist.

Outgrant Checklist

Contract #: _____ Location: _____ Facility:

Section 1 –Outgrant Contract Documents: Permit (Federal Agency) or Revocable License (All Others)	Required	Not Required	In File
Executed Outgrant Document & Modifications Previous Outgrant Contract Outgrantee Project Ownership Verification Corporate Certificate Right of Entry to Survey or Test FAA Approvals			

Section 2 – Financial Records	Required	Not Required	In File

Funds Obligating Document [ex. Military Interdepartmental Procurement Request (MIPR) or other document]			
Acceptance of MIPR			

Sections 3 & 4 – Correspondence/Communications	Required	Not Required	In File
Formal request to use FAA property, letters, memo's, E-mails			
Initial Offers and Related Correspondence			

Section 5 – Support Documentation	Required	Not Required	In File
REMS (Real Estate Management System) – data sheets, evidence of upload of Outgrant (Optional)			
RETS (Real Estate Tracking System) Notes			
Single Source Justification			
Short Term Availability or Secondary use Advertisement (for competition of available FAA property)			
Negotiator’s Report with Findings and Determination			
Appraisal/Market Survey to Determine Rent			
Survey/Legal Description of Outgrant Parcel			
Legal Review – Deviation from Standard Lease Clauses			
Environmental documents for Outgrantee Facility			
Reports/Findings Regarding Outgrantee Facility			

Section 6 – Drawings/Misc.	Required	Not Required	In File
Outgrantee Facility Plans and Specifications			
Other Drawings			
Photos			

File Review for Conformance to FAA Policy
Standards: _____ Date: _____

Real Estate Guidance :
Section 1.3.14 : Certificate and Inspection Form.

**DEPARTMENT OF
TRANSPORTATION

FEDERAL AVIATION
ADMINISTRATION**

**CERTIFICATE OF INSPECTION
AND POSSESSION**

I, _____, a Real Estate Contracting Officer for the Federal Aviation Administration, hereby certify that on _____, I made a personal inspection of a certain tract or parcel of land situated in _____ (Location), containing approximately ____ (number of acres) to be acquired by the United States of America, in connection with the _____ (facility name) facility, used by the Federal Aviation Administration (FAA) for air traffic.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made a careful inquiry of the above-named vendor and ascertained that nothing has been done on or about said premises within the past months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.
2. That I also made inquiry of the above-named vendor as to their rights of possession and the rights of possession of any person or persons known to them, and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendor of the UNITED STATES OF AMERICA.
3. That I was informed by the above-named vendor that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, or other instrument adversely affecting the title to said premises.
4. That to the best of my knowledge and belief, after actual and diligent inquiry and physical inspection of said premises, there is no evidence whatsoever of any vested

or accrued water rights for mining, agriculture, manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other mineral on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made, there is no outstanding right whatsoever in any person to the possession of said premises, nor any outstanding right, title interest, lien, or estate, existing or being asserted in or to said premises, except such as are disclosed and evidenced by the public records.
6. That said premises are now wholly unoccupied and vacant, except for the occupancy of the United States.

Contracting Officer

Dated this ____ day of _____, 200X

APPROVED:

Manager, Real Estate Group X

Service Logistics Area

Department of Transportation

Federal Aviation Administration

Real Estate Guidance:
Section 1.3.13 : Estoppel Certificate.

ESTOPPEL CERTIFICATE

Tenant: _____

Lessor: _____

Premises (Facility and Address): _____

Premises (OSF): _____

LEASE NO. AND DATE: _____

Monthly rental: _____

Term of Lease: Commencement date: _____

Expiration date: _____

As of the date of this Certificate, the Tenant, the Federal Aviation Administration, an agency of the United States Government, states the following with respect to the above-referenced Lease:

1. The Lease is the only lease between the Tenant and the Lessor affecting the premises and has not been amended, modified, or supplemented, except as otherwise provided herein.
2. The Lease is in full force and effect and there are no defaults thereunder.
3. The monthly rent is shown above, and no payments have been made in advance of the tenant's obligation to pay as set forth in the Lease.
4. Unless otherwise provided herein, Tenant is occupying the leased premises, and the leased premises, including all improvements, common areas, and parking areas, have been accepted by Tenant.
5. Tenant has received no notice of a sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.
6. The Lease shall not be cancelled, except as provided in paragraph ____ thereof.

The undersigned acknowledges and understands that the Lessor will use this Certificate to obtain a mortgage loan from the Lender, and that the Lessor's interest in the Lease will be used as additional security for the loan.

IN WITNESS WHEREOF, I execute this Certificate this _____ day of _____, _____

FEDERAL AVIATION ADMINISTRATION

By: _____

Name: _____

Title: _____

Real Estate Guidance :
Section 1.3.12.3 : ATO-F Appraisal Request Form.

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ATO-F APPRAISAL REQUEST

QUESTIONNAIRE

FORM

1. Property Location
2. Use (or intended use) of property by FAA
3. Date of Appraisal (effective date)
4. Date of Inspection
5. Property Rights Appraised
6. Zoning
7. Area of Parent tract size
8. Area of remainder
9. Area of any right-of-way
10. Area of any easements (such as aerial)
11. Highest and Best Use
12. Value of tract before the taking
13. Value of the tract after the taking
14. Difference in value (before minus after)
15. Value of damages (if any) to remainder
16. Did the appraiser prepare the report in conformity with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book)?
17. Did the appraiser prepare the report in conformity with the Uniform Standards for Professional Appraisal Practice (UAPAP)?

Name and Address of Appraiser (including designations i.e. MAI, SREA)

Name and phone number of RECO

Real Estate Guidance:

Section 1.3.12.2 : Appraisal SOW Template.

Contract Number

Date

US Department of Transportation

Federal Aviation Administration

This contract is made and entered into this _____ day of _____ 200__ between the by the United States of America, herein after called the "the Government," acting by and through the Federal Aviation Administration represented by the undersigned Contracting Officer _____ and (Appraiser/Appraisal Firm), hereinafter called the "Contractor," witnessed that the parties do hereby agree as follows.

1. **The Assignment:**

Furnish four (4) copies of a complete appraisal report presented in a self-contained format conforming to the ***Uniform Appraisal Standards for Federal Land Acquisitions, Washington, DC, December 20, 2000***, hereafter referred to as the Yellow Book. The Yellow Book will be your primary technical guide and you are to include a statement of compliance with this guide in your certification. Copies are available from the Department of Justice's Internet web site at <http://www.usdoj.gov/enrd/land-ack/> or in printed format from the Appraisal Institute. **The following items are intended to emphasize specific areas of the Yellow Book and are not intended to be all-inclusive.**

The property should be identified on the front cover/title page and within the submitted appraisal report. The conclusion should be an estimated value per acre and per tract subject to refinement by survey. Property description and survey are attached.

2. **Contractor Personnel:**

The qualification of the appraiser and all individuals providing professional assistance to the appraiser must be included in the addenda of the appraisal report.

The appraiser(s) performing services under this contract shall be certified/registered in accordance with Title XI of the 1989 Financial Institutions Reform, Recovery and Enhancement Act (FIRREA), Public Law 101-73. That certification/registration shall not have been revoked, suspended, canceled or restricted.

3. **Contract Commencement and Delivery:**

The contractor shall not commence work under this contract, or any modification thereto,

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until the FAA provides a commencement date in writing. Billings for services provided prior to the said commencement date will not be honored.

The subject appraisal report shall be provided within 60 calendar days after the Contractor received written notice to proceed. Time extensions shall be granted for just cause, without penalty, provided the Contractor requests extension in writing at least seven calendar days prior to the due date of the appraisal report. If a time extension has not been requested and/or granted, the fee for reports received after the due date (but within 60 days of that date) will be reduced by 10% for each 30-day period, or fraction thereof, that the report is overdue. If the report becomes 61 days or more overdue, the Real Estate Contracting Officer has the option of allowing the Contractor additional time, subject to penalties, or terminating the contract, without any consideration to the Contractor.

4. **Termination:**

The performance of work under this contract may be terminated, in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Contractor of a notice of termination at least three days prior to the effective date of termination. The Contractor agrees to cease all work and to submit to the Government a claim for work performed prior to termination. The Government shall pay the Contractor an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract prices.

5. **Review:**

We will make a comprehensive review of your appraisal for compliance with these instructions and cited standards. Findings of inadequacy will be discussed with you by the Reviewer and must be corrected by ten (10) working days after this discussion. Your value estimate will not be accepted for agency use unless approved by a qualified Review Appraiser.

6. **Consideration:**

In consideration of the performance of the undertaking under this contract, the Contractor shall be paid a sum of _____ (amount) which shall be paid in full and include all cost for supplies, materials, and equipment, travel and all other expenses incident to the preparation and delivery of the report.

Payment shall become due after review and approval of the report and submission of properly certified invoice. The invoice shall include: the facility title and location, the contract number and a description of the services rendered. The invoice shall be submitted to the Real Estate Contracting Officer designated in this contract.

7. **Modifications and Contract Changes:**

The contractor shall be paid a negotiated amount for any modification, including updates for time, to the approved appraisal or for any requested supplemental reports. The modifications or supplemental reports shall be delivered on a negotiated due date. Payment will be rendered upon review and approval of the modification or supplemental reports.

Any changes or modifications to this contract shall be formalized by an appropriate written

amendment, which shall describe in detail the exact nature of the change in the contract.

8. **Statement of Assumptions and Limiting Conditions:**

We reemphasize the following part of the Yellow Book:

“If the appraisal has been made subject to any encumbrances against the propriety, such as easements, that shall be stated. In this regard, it is unacceptable to state that the property has been appraised as if free and clear of all encumbrances ***except as stated in the body of the report***; the encumbrances ***must*** be identified in this section of the report.” (Section A-7)

Avoid “boilerplate” language that may not apply to the subject property. Do not use this area to present unauthorized hypothetical conditions, assumptions or limiting conditions. Adoption of uninstructed assumptions or hypothetical conditions may result in an estimate other than “as is” market values and thereby invalidates the appraisal for government acquisition purposes.

9. **Scope:**

Report development should include, as appropriate:

Inspect, photograph, and research of the subject property to identify dimensions, spatial relationships, nature of construction, observable conditions, and other physical, locational, and environmental factors affecting the subject;

Research municipal offices and other local authorities to identify assessments, availability of utilities, controlling regulations, site parameters according to assessment records and historic transfer activity;

Contact local area sources for information concerning general economic, demographic, and other trends that may influence value;

Contact appropriate real estate brokers, developers, managers and appraisers, as well as review of the contractor’s own files to identify and utilize relevant market data such as comparable sales, comparable rents, vacancy levels, operating costs, construction costs, depreciation rates, etc.;

Contact local and national real estate lending sources for market rate and term information;

Apply appropriate valuation techniques to arrive at supportable value conclusions, and;

Prepare and submit a self-contained appraisal report.

10. **Purpose of the Appraisal:**

Your report will facilitate the decision-making process of the Federal Aviation Administration (the Intended User of the report). This subject property is being considered for potential acquisition and inclusion in the Air Navigation System. The required Market Value estimate

definition is:

“Market Value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.” (Yellow Book).

This definition must be placed in this section of your report. No other definition of market value is acceptable. Note this definition does not call for a specific “exposure time” as required by Uniform Standards of Professional Appraisal Practice, (USPAP) 2001, Standards Rule 1-2 (c) (comment). Directed use of this definition and this provision of that definition should be considered a Jurisdictional Exception. Also, do not include a discussion or estimate of “Marketing Time”. Marketing time is not to be calculated.

11. **Appraisal Standards:**

The Uniform Standards for Professional Appraisal Practice (USPAP) require appraisers and clients to ascertain whether any supplemental standards, in addition to USPAP, apply in the assignment being considered. This assignment will be completed in compliance with:

1. Yellow Book
2. USPAP
3. These instructions

You are to complete this appraisal assignment in strict conformance with these instructions and standards. It should be noted that in some cases these instructions might demand greater detail, discussion, and support than the requirements found in general specifications. Include these instructions in the addenda of your report.

12. **Property to be Appraised:**

Cite the legal description(s) and descriptions of the estate to be appraised identical to the way they are supplied by FAA. If for any reason these descriptions appear to be inaccurate or incomplete, notify the Contracting Officer for resolution.

Address the legal and physical access (or lack thereof) to the subject in detail.

Include a ten (10) year history of all sales and offers to sell the subject property (Yellow Book, 19) plus current Agreements of Sale or options (USPAP, SR b1-5a). The last sale of the appraised property, as well as its relevance to current fair market value, will be discussed regardless of the date of sale.

13. **Highest and Best Use:**

Value the property based on its economic highest and best use. That use must be physically possible, legally permissible, financially feasible, and must result in the highest supportable value. The appraiser must perform necessary analysis to determine the "larger parcel". Please refer to the Yellow Book dealing with this subject.

Your unbiased, third party, independent research and analysis to ascertain the reasonably probable legal use(s) that maximize(s) the appraised property value is critically important. However, changes, such as zoning, cannot be assumed, they must be supported by evidence and factual foundation.

14. **Sales Data:**

Sales data will include but not be limited to:

Prepare a data sheet for each sale used as a direct comparable in the Sales Comparison Approach, in estimating retail value in the Income Approach, and/or depreciation rates in the Cost Approach. Provide photographs and a location map adequate for specific identification and inspection. Pertinent portions of the same information in summary tabular form will be provided. For all sales used in comparative adjustment analysis related to any approach to value.

Discuss zoning, present use, and the highest and best use of the comparable sales.

Describe comparable sale's physical characteristics to the extent that they affect value compared to the subject.

Personally verify all market date with a party to the transaction (buyer, seller, or agent). Cite and discuss the purchaser's motivation.

Personally visit and inspect each sale used in your analysis.

Discuss individual elements of comparison that influence value in a separate section and adjust the sales to the subject as may be appropriate. Address the degree of similarities between the sales and the subject. Quantitative sales adjustments are preferred, but will be supported by paired sales analysis, statistical analysis, or other acceptable market data analysis. If there is inadequate market data to support quantitative adjustments, qualitative adjustments are acceptable. Include a sales adjustment chart summarizing adjustments and showing the final sales price.

Discuss and reconcile the last marketing activity on the subject property, including current listings, sales agreements, options, offers, etc.

In the case of partial acquisitions, the appraisal report must comply with the appropriate sections of the Yellow Book. Therefore, the federal rule, or "before and after method of valuation" will apply. For example: "In partial acquisitions, these Standards require with the exceptions noted below and in Section B-14, application of the before and after method of valuation in which the appraiser estimates both the market value of the whole property before the government's acquisition and the market value of the remainder property after the government's acquisition. Requiring this method of valuation allows acquiring agencies, the Department of Justice, and the courts to calculate a reasonable measure of compensation by deducting the appraiser's estimated remainder or after value from the

appraiser's estimate of the larger parcel's before value. The result of this method is a figure that automatically includes the value of the land actually acquired as well as any severance damages and/or special benefits to the remainder property.

15. **Invitation to Accompany:**

Public Law 91-646 requires that the appraiser offer the property owner or a designated representative the opportunity to accompany the appraiser on the property inspection. Include documentation of the offer and response in the report.

16. **Testifying:**

Upon the request of the United States Attorney for the Department of Justice, the Contractor agrees to testify as to the value of any and all of the property included in the appraisal report in any judicial proceedings involving the property or its value. In consideration of the performance of the undertaking provided in this paragraph, the Contractor shall be paid at a rate not in excess of _____ per day, which payment shall constitute full reimbursement to the Contractor for such services and for any expenses incurred, including travel and subsistence. Payment therefore shall be by the Department of Justice in accordance with its prescribed regulation and procedures.

17. **Conflict:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

18. **Confidentiality:**

The contractor shall not divulge any information concerning the appraisal report, which becomes sole property of the Government, to any person other than the Real Estate Contracting Officer may designate in writing.

19. **Time Limit on Confidentiality:**

The Contractor agrees that prior to the disposal by the Government of the property cited in this agreement, or date _____ (time period) of the completion of the Contractor report covering the said property, whichever is the earlier, the Contractor and the employees of the Contractor will not, for the Contractor own account, negotiate for the property or perform services for others in connection with the said property unless the written consent of the contracting officer is first obtained.

20. **The following clauses are incorporated by reference:** The full text of these clauses can be found via Internet at (create link to)

- OFFICIALS NOT TO BENEFIT (10/96)

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- COVENANT AGAINST CONTINGENT FEES (8/02)
- ANTI-KICKBACK (10/96)
- EQUAL OPPORTUNITIES (10/96)
- COMPLIANCE WITH APPLICABLE LAWS (10/96)
- EXAMINATION OF RECORDS (10/96)

21. **Signatures:**

The FAA and the Contractor agree to the provisions of the contract as indicated by the signatures of their dully-authorized representatives.

Appraiser Vendor:

United States of America

(Signature and date)

(Signature and date)

(Official title)

(Official title)

Appraiser Certification:

Below _____ (appraiser's name) certifies the following:

- The statements of fact contained in the report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions and legal instructions, and are the personal, unbiased professional analysis, opinions, and conclusions of the appraiser.
- The appraiser has no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;
- The compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported;
- The appraisal was made and the appraisal report prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisition*;
- The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*
- The appraiser has made a personal inspection of the property appraised and that the

property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspections;

- No one provided significant professional assistance to the appraiser. (If professional assistance was provided the appraiser, the name of the individual(s) providing such assistance must be stated and their professional qualifications should be included in the addenda of the appraisal report. This requirement includes both professional appraisal assistance and providers of subsidiary assistance, e.g. planning and permitting consultants, engineers, cost estimators, marketing consultants.)

Appraiser Name

Date

Real Estate Guidance :

Section 1.3.12.1 : Appraisal Request Letter.

US Department

XXX Service Center Area

Of
Transportation

Logistics Division

**Federal
Aviation**

Address

Administration

NAME

TITLE

ADDRESS

Dear Mr or Ms. _____:

The Federal Aviation Administration (FAA) requires an appraisal of property located in _____(Location). Said property is described in the attached drawing. A new survey is being accomplished at this time and a copy will be furnished to the appraiser who is awarded the contract. The property is currently owned by _____(names of owner(s)).

The contractor shall make a detailed site inspection and prepare, furnish and deliver to the FAA an appraisal report. See attached contract "Appraisal Instructions" for definitions of

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scope and content of appraisal.

Values are to be determined as of the date of the appraisal. In the event it is necessary to initiate condemnation proceedings to acquire the property, the appraisal must include a before value and an after value analysis. This is accomplished by determining the market value of the entire (parent) tract at the time of taking, excluding any enhancement or diminution from the Government's improvements, and the market value of the remainder including enhancement or diminution from the Government's improvements.

If you are awarded this appraisal assignment, you will be required to contact and invite the owner or owner's representative to accompany you while inspecting the property. The appraisal is to be presented in accordance with the standards outlined in the Department of Justice booklet, "Uniform Appraisal Standards for Federal Land Acquisition, Washington, D.C.," dated 2000 hereby referred to the yellow book (see web site in Attached Contract to access copy).

Also, please return with your proposal information concerning your qualifications and past assignments.

You will be notified of award, in writing, if we accept your proposal. In the meantime please feel free to contact me at _____(number) if you have any questions.

Sincerely,

_____(Name of RECO)

Real Estate Contracting Officer

Real Estate Guidance :
Section 1.3.11 : Notice of Cancellation of Lease.

**U.S. Department of Transportation
Federal Aviation Administration**

NOTIFICATION OF CANCELLATION

Notice is hereby given that the _____ (lease, license, agreement), dated _____, bearing contract number _____ entered into between _____ and the United States of America for: _____ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of _____ (date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

Real Estate Guidance:

Section 1.3.11 : Appraisal Forms.

Real Estate Guidance:

Section 1.3.10 : Offer to Sell Template.

United States of America

Department of Transportation

Federal Aviation Administration

AXX Region

Street Address

City, State

OFFER NO. DTFAXX-XX-X-XXXXX

OFFER BY

I, _____ (Lessor), hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the **United States of America**, hereinafter called the **Government**, and its assigns, the fee simple title to _____ acres Lot _____, Map _____ located in the _____, County of _____, U.S.A., and all rights, hereditaments, easements, rights-of-way and appurtenances by this reference made a part here of.

The terms and conditions of this offer are as follows:

1. The vendor agrees that this offer may be accepted by the Government through any duly authorized representative by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated in Article 12 at any time within 30 days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.
2. The Government agrees to pay to the Vendor for said land the sum of _____, payable (on the acceptance of this offer) and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the Government and its assigns, in fee simple, free and clear from all liens

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and encumbrances, except those specifically excepted or reserved above, together with all right, title and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores or railroad right-of-way abutting or adjoining said land.

3. It is agreed that the Government will assume the costs incident to the preparation and recording of the deed to the Government and the procurement of the necessary title evidence.

4. The Vendor agrees that all taxes, assessments and encumbrances which are a lien against the land at the time of conveyance to the Government shall be satisfied of record by the Vendor at or before the transfer of title and if the Vendor fails to do so the Government may pay any taxes, assessments and encumbrances which are a lien against the land; that the amount of any such payments by the Government shall be deducted from the purchase price of the land; that the Vendor will, at the request of the Government and without prior payment or tender of the purchase price, execute and deliver the quitclaim deed to the Government, pay the documentary revenue stamp tax and obtain any record or such other curative evidence of title as may be required by the Government.

5. The Government and Vendor also agree that payment of the applicable State property transfer tax will be the responsibility of the Government.

6. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at risk of the Vendor until the title to the land and deed to the Government have been accepted by the Government through its duly authorized representative and in the event that such loss or damage occurs the Government may, without liability, refuse to accept title to such property, (unless there is an equitable adjustment of the purchase price.)

7. The Vendor agrees that the Government may acquire title to said land by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the Government in the prosecution of such proceedings; agrees that the consideration herein above stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards for just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in Article 8.

8. As additional consideration for the payment of the purchase price herein above set forth, the Vendor hereby grants to the Government the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the Government of this offer until such time as said land is conveyed to the Government and, upon demand, the Vendor will immediately vacate the property and deliver possession to the Government.

9. The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

10 The terms and conditions aforesaid are to apply to and bind the heirs, executors,

administrators, successors and assigns of the Vendor.

11. All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent to the Government has made any representation or promise with respect to this offer not expressly contained herein.

12. All notice sent to the Vendor shall be addressed as follows:

Signed, Sealed and Delivered this _____ Day of _____, 200_.

BY:

Owner

Witness

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 200_ A.D., personally appeared before me _____ known to be the person described in and who executed Offer No. DTFAXX-XX-X-XXXXX, and acknowledged that he signed and sealed the same as his free voluntary act and deed for the uses and

purposes therein mentioned.

Given under my hand and official seal: _____
NOTARY PUBLIC

Residing at _____

My Commission

expires: _____

ACCEPTANCE OF OFFER NO. DTFAXX-XX-X-XXXXX

The Offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

Real Estate Guidance :

Section 1.3.9 : Outgrant Permit Form (for federal/other government).

FEDERAL AVIATION ADMINISTRATION
DTFAXX-0X-J-XXXXX

Permit No.

(Regional
Office)
FAA Facility name)

(Location and

(Address)
County and State)

(City,

PERMIT

(Identify in Parenthesis whether this Permit is reimbursable)

This Permit, made and entered into this _____ day of _____, 20____, by and between the **FEDERAL AVIATION ADMINISTRATION**, hereinafter called the Government, and the (Complete name of other Federal Agency), whose address is _____, hereinafter called the (o t h e r a g e n c y ' s a c r o n y m).

WHEREAS, the United States of America Acting by and through the Federal Aviation Administration owns fee title to (identify property) utilized for the (name of the FAA facility); and

WHEREAS, the (o t h e r a g e n c y ' s a c r o n y m) desires the right, privilege, and authority to operate and (b r i e f l y d e s c r i b e o t h e r a g e n c y ' s f a c i l i t y ; e x a n o i s e m o n i t o r a t o p a 25 - f o o t p o l e a t t h i s l o c a t i o n t o g e t h e r w i t h t h e r i g h t t o u s e a v a i l a b l e t e l c o a n d p o w e r a t t h i s f a c i l i t y); and

WHEREAS, the FAA has determined that such use will not interfere with FAA's facilities on the site and has also determined that granting (o t h e r a g e n c y ' s a c r o n y m) use of the site under conditions and limitations set forth below is in the best interest of the United States.

NOW, THEREFORE, effective (date), the parties hereto agree, in consideration of the mutual promises hereinafter contained, as follows:

1. This Agreement shall be effective (date) until (date), and is revocable at the will of the FAA. The Permittee agrees to provide FAA thirty (30) day's written notice of its intent to surrender of the Demised Premises.
2. The FAA grants the (o t h e r a g e n c y ' s a c r o n y m) the use of (describe what is to be granted) and a portion of the (name of FAA facility) hereinafter referred to as the "Demised Premises" for (describe) purposes. The Demised Premises are depicted on survey drawing identified as Exhibit "A," attached hereto and made a part hereof.
3. The Premises shall be used by the Permittee to (describe purpose or reason FAA property is needed here).
4. The (o t h e r a g e n c y ' s a c r o n y m) ' s use of the Demised Premises is limited to the use as stated herein. The (o t h e r a g e n c y ' s a c r o n y m) shall not commit or permit any unlawful acts, activities, or nuisances upon said property.
5. This Permit may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.
6. The (o t h e r a g e n c y ' s a c r o n y m) agrees to be responsible for any damage to the Demised Premises arising from the use of the demised premises authorized pursuant to this Permit and shall repair such damage or, in lieu thereof, at the option of the Government, shall reimburse the Government for the cost of repairs, subject to availability of appropriated funds.
7. Permittee shall maintain the improvements and Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA. Upon request, the Licensee shall allow inspection of the Premises by FAA or Government Representatives, to insure proper use and protection of the Premises.
8. The (o t h e r a g e n c y ' s a c r o n y m) shall not interfere, in any manner or at any time, with the operation of the (name of the FAA facility).
9. With regard to any liability which may arise from (o t h e r a g e n c y ' s a c r o n y m) ' s use

under this permit, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own officers, agents or employees and that neither party looks to the other to save or hold it harmless for the consequences of any

negligence on the part of one of its own officers, agents, or employees. Neither party is hereby waiving any rights or protection it presently enjoys by reason of any applicable State or Federal law.

10. The (o t h e r a g e n c y ' s a c r o n y m) shall, at all times, exercise due diligence in maintaining the security and the protection of the Demised Premises against damage or destruction.
11. The (o t h e r a g e n c y ' s a c r o n y m) has inspected and knows the condition of the Demised Premises and it is understood that rights granted to use the Demised Premises are without any representation or warranty by the Government. The (o t h e r a g e n c y ' s a c r o n y m) shall not construct any permanent structure on the said Premises other than the (f a c i l i t y) and shall not construct any temporary structure or advertising sign thereon.
12. This Permit is not assignable to third parties. Any attempt at such assignment shall result in the immediate cancellation of the Permit.
13. The (o t h e r a g e n c y ' s a c r o n y m) shall not store, release, or dispose of any hazardous substance on the Government's property described herein. Hazardous substances are designated by the Environmental Protection Agency as any substance which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the Government's inspection/investigation and is a direct result of the (o t h e r a g e n c y ' s a c r o n y m)'s action, the (o t h e r a g e n c y ' s a c r o n y m) agrees to pay for all costs incurred in remediation to identify, evaluate, and clean up hazardous waste subject to availability of funds.
14. The (o t h e r a g e n c y ' s a c r o n y m) shall, upon notice by the Government, immediately cease any operation or alleviate any physical condition that has or may cause interference with the Government's facility operation during the term of this permit.
15. This Permit shall be governed by Federal Law.
16. The Permittee shall confine activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
17. Contract Disputes

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

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-

70, Federal Aviation Administration,

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800 Independence Ave,
S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-
3290, Facsimile: (202)
267-3720

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

18. The (other agency's acronym) shall schedule any proposed installation and/or maintenance of the equipment with the Government's representative shown below:

(Name of FAA Representative)

(Manager, (location name)

SMO) (Street address)

(City, State, Zip)

(Area code and telephone number)

19. This permit shall expire (date) unless cancelled by the FAA.

20. All notices sent to the parties under the permit shall be addressed as follows:

To (other agency's acronym): (Complete name of other agency)

(Department, if any)

Attn: (name of person)

(Street Address)

(City, State, and Zip)

To FAA: Federal Aviation Administration

(Name of Region)

(Appropriate Real Estate Branch or Section), routing code)

(City, State and Zip)

21. This Permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged or extended except by a written instrument duly executed on behalf of the parties.

22. This Permit shall be governed by Federal Law.

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

(Complete name of other Federal Agency)

By: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA

BY DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

By: _____

(Name of RECO)

Title: CONTRACTING OFFICER

Date: _____

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Real Estate Guidance :

Section 1.3.8 : Outgrant License Form (for non-fed entity).

FEDERAL AVIATION ADMINISTRATION

FAA

No. _____

(Regional
Office)
FAA Facility Name)

(Location and

(Address)
County, and State)

(City,

REVOCABLE LICENSE AGREEMENT

FOR

NON-FEDERAL USE OF REAL PROPERTY

(Identify in Parenthesis whether this Permit is reimbursable)

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement"), made and entered into this ____ day of _____ 20__, by and between the Federal Aviation Administration, hereinafter referred to as the "FAA" and (Licensee 's Leg al Nam e), hereinafter referred to as the "Licensee".

WITNESSETH

WHEREAS, the United States of America, acting by and through the FAA owns a (general description of property subject to the License) facility (ies);

WHEREAS, the portion of this land utilized by the (FAA facility name) is available for use by the Licensee; and

WHEREAS, it has been determined that Licensee's use of the subject facility will not interfere with, or adversely impact FAA's mission, and has also determined that granting (ot h er agen c y's ac ron y m.) use of the site under conditions and limitations set forth below is in the best interest of the United States.

WHEREAS, it is in the public's interest to improve property utilization and permit this secondary use.

NOW THEREFORE, the FAA does hereby grant unto the Licensee permission to use _____ acres of land in the (FAA facility name), hereinafter referred to as the "Premises", all as shown on Exhibit A, subject to the following terms and conditions:

A. SPECIAL CONDITIONS

1. TERM. This Agreement shall be effective (date) until (date), and is revocable at the will of the FAA. The Licensee agrees to provide FAA thirty (30) day's written notice of its intent

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to surrender of the Demised Premises.

2. DESCRIPTION OF PROPERTY. The Premises consists of approximately _____ acres of land, accepted in its condition, as shown on drawing _____, marked as Exhibit "A", which is attached hereto and made a part hereof.

3. PURPOSE OF AGREEMENT. The Premises shall be used by the Licensee to (describe purpose or reason FAA property is needed here).

4. CONSIDERATION. The Licensee shall pay the FAA rental for the Premises in the amount of \$_____per _____during the license period. Payments shall be made in advance at the beginning of each _____without the submission of invoices or vouchers. The payments shall be made to the Federal Aviation Administration and sent to : FAA full address_____. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

5. The Licensee must comply with all conditions or restrictions stated (describe condition or reference the source of the condition).

6. (The following is a common impact to a FAA facility, but this paragraph may be reworded to describe another impact.)

The Licensee shall not cause or permit any electrical/electronic radiating devices, apparatus, or equipment on the Demised Premises that may interfere or conflict with the operation of the FAA communications facility. No electrical/electronic radiating devices will be installed upon the Demised Premises that exceed 100 watts of radiated power. The use and operation of the Demised Premises by Licensee shall be so conducted that interference is not caused to radio electronic equipment operated by the FAA or its other permitted users. If such operations cause interference to the FAA operations, Licensee's use will shut down immediately and remain shut down until the interference problem is resolved and Licensee will, at no cost to the FAA, take corrective measures needed to eliminate the interference problem.

7. The Licensee is liable to third parties for any possible electromagnetic radiation hazards or damage which may be caused by transmitters on the FAA facility.

8. The Licensee must provide adequate security for the Premises.

9. NOTICES. Notices may be sent to the following addresses:

(a) Federal Aviation Administration

(Identify office responsible for real estate)

(Address)

(b)(Licensee's name)

(Address)

B. GENERAL CONDITIONS

1. **COMPLIANCE.** Any use made of the Premises, and for any work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be approved by the FAA prior to commencement of any installation or future addition or installation work and shall be accomplished in a manner satisfactory to the FAA.

2. **LAWS AND ORDINANCES.** In the exercise of any privileges granted by this

Agreement, Licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

3. **MAINTENANCE.** Licensee shall maintain the improvements and Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA. Upon request, the Licensee shall allow inspection of the Premises by FAA or Government Representatives, to insure proper use and protection of the Premises.

4. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no FAA property shall be destroyed, displaced, or damaged by the Licensee in the exercise of the privileges granted by this Agreement without the prior written consent of the FAA. In such event, the Licensee shall, at the FAA's request, promptly replace, return, repair and restore any such property to a condition satisfactory to the FAA.

5. **INDEMNIFICATION.** Licensee hereby agrees to indemnify, defend and save harmless, FAA, its officers, agents and employees from:

(a) Any and all claims and demands which may be made against FAA, its officers, agents or employees by reason of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Licensee or any of Licensee's contractors, agents, employees, or persons invited or allowed on the Premises by Licensee;

(b) Liability for any and all damage to; or destruction of the property of FAA, occupied or used by Licensee, caused by any act or omission, negligent or otherwise, of Licensee or any of Licensee's contractors, agents, employees or persons invited or allowed on the Premises by Licensee.

6. **OPERATION.** The Licensee shall confine activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

7. **RESTORATION.** Upon termination of the use of this License, Licensee shall restore the Premises to the condition existing on the effective date of this License, reasonable wear and tear excepted, and repair any damage caused by its presence or use. Any property of Licensee installed or located on the Premises shall be removed. At the option of the FAA, the

FAA's property may be required to be restored to its original condition upon thirty (30) days' written notice to the FAA. If the Licensee fails to remove all structures and improvements, except those owned by the FAA, within a reasonable period, they shall become the property of the FAA. This, however, will not relieve Licensee of liability for the cost of their removal and the restoration of the Premises. The FAA reserves the right to remove Licensee's improvements, restore the Premises to a satisfactory condition, and hold Licensee liable for all costs if the Licensee fails to remove said structures and improvements and restore the Premises as directed by the FAA.

8. EXPENSE. Any cost, expense, or liability connected with, or in any manner incident to, the granting, exercise, enjoyment, or relinquishment of this Agreement shall be assumed and discharged by the Licensee.

9. FUTURE REQUIREMENTS. The Licensee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe.

10. ATTEMPTED VARIATION. There shall be no variation or departure from the terms of this Agreement without prior written consent of the FAA.

11. TRANSFERABILITY. This Agreement is not transferable. If the Licensee, through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements situated on the Premises, this Agreement shall automatically terminate.

12. INSURANCE. All insurance required by this Agreement shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A Certificate of Insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the FAA's Local Representative prior to use of the Premises.

Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Licensee, it will deliver to the FAA's Local Representative a Certificate of Insurance or a certified copy of each renewal policy to cover the same risks.

13. NONDISCRIMINATION.

(a) Licensee agrees that no person shall be discriminated against in connection with the use made by the Licensee of the Premises, on the grounds specified in Title VI of the Civil Rights Act of 1964 (78 Stat, 238, 252; 42 U.S.C. 2000 (d)).

(b) Licensee shall obtain from each person or firm who, through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the Premises, a written agreement whereby said person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon Licensee as indicated above. Licensee shall furnish a copy of such agreement to the FAA.

(c) The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of this Agreement.

14. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefits

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that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

15. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this Agreement or, in its discretion, to recover from the Licensee the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

16. ANTI-KICKBACK. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the lease contract price charged by the Lessor to the United States or in the lease contract price charged by a subcontractor to the Lessor or higher tier subcontractor.

17. CHANGE OF ADDRESS. In the case of change of address, the Licensee shall immediately notify the FAA, in accordance with Section A.12. herein.

18. BREACH. This License may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.

19. EFFECTIVE DATE. This License shall be effective on the date it has been fully executed by the parties hereto.

20. GOVERNING LAW. This License shall be governed by Federal Law.

21. CONTRACT DISPUTES

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

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

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

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

(License e's Legal Name)

By: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA

BY DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

By: _____

Title: _____

Date: _____

Real Estate Guidance :

Section 1.3.7.1 : Authorities Reference for Negotiator Report.

FAA Real Estate Authorities

Below is a list of the major authorities, FAA RECO would use to acquire, dispose or manage real property. However for a complete listing of all authorities please see Appendix E under External Authorities ([link to Appendix E](#)).

I. Authority to Acquire

49 U.S.C. 106(n): The administrator is authorized –

- to acquire (by purchase, lease, condemnation, or otherwise), construct, improve, repair, operate, and maintain –
 - o air traffic control facilities and equipment;
 - o research and testing sites and facilities; and
 - o such other real and personal property (including office space and patents), or any interest therein, within and outside the continental United States as the Administrator considers necessary;
- to lease to others such real and personal property; and
- to provide by contract or otherwise for eating facilities and other necessary facilities for the welfare of employees of the Administration at the installations of the Administration, and to acquire, operate, and maintain equipment for these facilities.
- Title to any property or interest therein acquired pursuant to this subsection shall be held by the Government of the United States.

II. Lease Terms

49 U.S.C. 106(l)(6): Contracts – The Administrator is authorized to enter into and perform such contracts, leases, cooperative agreements, or other transactions as may be necessary to carry out the functions of the Administrator and the Administration. The Administrator may enter into such contracts, leases, cooperative agreements and other transactions with any Federal agency ... State, territory, or possession, or political subdivision thereof, any other governmental entity, or any person, firm, association, corporation, or educational institution, on such terms and conditions as the Administrator may consider appropriate.

III. General Procurement Authority

49 U.S.C. 40110(a) – General. In carrying out this part, the Administrator of the Federal Aviation Administration –

- To the extent that amounts are available for obligation, may acquire services or, by

condemnation or otherwise, an interest in property, including an interest in airspace immediately adjacent to an needed for airports and other air navigation facilities owned by the United States Government and operated by the Administrator.

IV. Authority to acquire housing units

49 U.S.C. 40110(b): ... the Administrator may purchase a housing unit (including a condominium or a housing unit in a building owned by a cooperative) that is located outside the contiguous United States if the cost of the unit is \$300,000 or less.

- For fiscal years beginning after September 30, 1997, the Administrator may adjust the dollar amount specified in paragraph (1) to take into account increases in local housing costs.
- Notwithstanding section 1341 of title 31, the Administrator may purchase a housing unit under paragraph (1) even if there is an obligation thereafter to pay necessary and reasonable fees related to operation, maintenance, taxes and insurance.
- Certification to FAA's Congressional authorizing committees is required at least 30 days before completing the purchase.
 - o Description of the housing unit and its price
 - o A certification that the price does not exceed the median price of housing units in the area, and
 - o A certification that purchasing the housing unit is the most cost-beneficial means of providing necessary accommodations in carrying out this part.
- The Administrator may pay, when due, fees resulting from the purchase of a housing unit under this subsection from any amounts available to the Administrator.

V. Anti-Deficiency Act exemption

49 U.S.C. 40110(c) (2): The Administrator may –

- Notwithstanding section 1341(a)(1) of title 31, lease an interest in property for not more than 20 years:
- Consider the reasonable probable future use of the underlying land in making an award for a condemnation of an interest in airspace;

VI. Multivear contracts for property

49 U.S.C. 40112(a): Notwithstanding section 1341(a) (1) (B) of title 31, and to the extent amounts otherwise are available for obligation, the Administrator of the Federal Aviation Administration may make a contract of more than one but not more than five fiscal years to purchase property, except a contract to construct, alter, or make a major repair or improvement to real property.

VII. Acquisition reform Authority

49 U.S.C. 40110(d):

- In consultation with such non-governmental experts in acquisition management systems as the Administrator may employ, and notwithstanding provisions of Federal acquisition law, the Administrator shall develop and implement ... an acquisition management system for the Administration that addresses the unique needs of the agency and, at a minimum, provides for more timely and cost-effective acquisitions of equipment and materials.

- The following provisions of Federal acquisition law shall not apply to the new acquisition management system developed and implemented pursuant to paragraph (1):

o (A) Title III of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 252-266);

VIII. Property Disposal Authority

49 U.S.C. 40110(a) (2): The Administrator of the Federal Aviation Administration may dispose of an interest in property for adequate compensation;

49 U.S.C. 40110(c)(2)(F): When carrying out subsection (a) of this section, the Administration of the Federal Aviation Administration may dispose of property under subsection (a)(2) of this section, except for airport and airway property and technical equipment used for the special purposes of the Administration, only under sections 121, 123, and 126 and Chapter 5 of title 40.

IX. General Facilities and Personnel Authority

49 U.S.C. 44502 – (a)(1) The Administrator of the Federal Aviation Administration may

- (A) acquire, establish, improve, operate, and maintain air navigation facilities; and
- (B) provide facilities and personnel to regulate and protect air traffic

X. Acquisition Management Section

49 U.S.C. 40110(d)(2) – Applicability of Federal Acquisition Law – the following provisions of Federal acquisition law shall not apply to the new acquisition management system developed and implemented pursuant to paragraph (1):

- (A) Title III of the Federal Procurement and Administrative Services Act of 1949 (41 U.S.C. 252-266)
- (B) The Office of Federal Procurement Policy Act (41 U.S.C. 401 et seq.)
- (C) The Federal Acquisition Streamlining Act of 1994 (Public Law 103-355); except for section 315 (41U.S.C. 265).

- (D) The Small Business Act (15 U.S.C. 631 et seq.), except that all reasonable opportunities to be awarded contracts shall be provided to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- (E) The Competition in Contracting Act.
- (F) Subchapter V of chapter 35 of title 31, relating to the procurement protest system.
- (G) The Brooks Automatic Data Processing Act (40 U.S.C. 759)
- (H) The Federal Acquisition Regulation and any laws not listed in subparagraphs (A) through (G) providing authority to promulgate regulations in the Federal Acquisition Regulation.

Real Estate Guidance :
Section 1.3.7 : Negotiator Report.

NEGOTIATOR REPORT

(LOCATION, city-state)

(Lease Number)

(This document must be used to document negotiations for all types of leases – space and land, cost and no cost. This document must be used for the entire process – before offers received, during evaluation and award recommendation and after award. Those sections relevant to the lease being procured must be completed. Sections not relevant must be marked not applicable. This document may be enhanced with additional information as needed. This Negotiator Report must be included in all lease files starting September 30, 2006.)

I. Project Objective

State objective of project in this section.

· **For example:** “This project is to acquire space for the Flight Standards District Office in Dayton, Ohio, from a qualified source at a fair and reasonable price.”

OR

· **For example:** "This project is to acquire land at no cost, in accordance with or pursuant to provisions of Grant Assurance 28, at the Phoenix International Airport for the ILS (VASI, MM and GS) for RWY 26R."

II. Project Data

a. Description of leased space/land: (General description – number of square feet, acres, etc. type of space or land, e.g. 1.5 acres more or less for outer marker site; or, 20,000 square feet of admin type office space,)

b. Lessor (Name, address, phone number and other pertinent data)

III. Negotiations

a. Participants (List offeror(s) with whom you negotiated)

b. AUTHORITY: List authority (at least one) under which you acquired the space/land. (See FAST External Authorities: Appendix E and Attached List of Authorities)

· **For example:** "This space is being acquired under the authority of _____"

c. PROCUREMENT METHOD:

Sole Source: If property was acquired through a sole source, document the established rental rate and/or purchase price in this section AND document the reason(s) competition was not used in the acquisition. (See FAST reference 2.2.3: RECO is to document the reason(s) competition was not used in the acquisition.)

· **For example:** "The space/land was secured through a sole source and competition was not solicited. The proposed procurement is for land that is site specific for which it is not possible to secure competition."

Competition: If property was acquired through competition (two or more sources were allowed to compete), describe here how the competitive range was determined.

· **For example:** "The space was secured through competitive procedure. Information obtained from two brokers in the Phoenix area indicate that comparable space rents for \$22 - \$24 per rentable square foot, fully serviced. The brokers contacted were Coldwell Banker, John Doe (319) 888-0989, and Jane Sunshine (998) 555-8793.

d. Negotiation Narrative (detail all your negotiations with all offerors, including phone conversations, meetings, dates, advertising, what was discussed. This should be a detailed narrative that would support the agency position in the event this action requires alternative dispute resolution (if some type of dispute or protest is filed), or if litigation occurs. Any exceptions to the Government's terms and conditions should be addressed as well as any special conditions including any adjustments made for the purpose of evaluation, e.g. CPI

and/or other escalations, anticipated operating cost escalations. In a sole source acquisition need to document the established rental rate and/or purchase price.)

IV. Analysis (This section is required only if negotiations occur with more than one offeror. If it is a sole source acquisition or fixed by function or site specific this section would not be required.)

- a. Summary of each offer (when multiple lessors.) (See FAST 2.2.8)
- b. Arrival at rental rate and/or purchase price
- c. Any adjustments made for the purpose of evaluation, e.g. CPI or other escalations, anticipated operating cost escalations, etc.

V. Conclusion (This will be the final statements on why space/land were selected.)

Should also contain the statement “This space/land meets the requirements of the FAA (Government) and it is, therefore, my determination as the contracting officer that it is in the best interest of the Government to accept this offer.”

· **For example:** The space offered by E.F. Hutton was accepted as the best offer to the Government based on the lower overall price. Additionally, Hutton’s offer does not have any annual increases and the space is in a superior location, located closest to the Airport. The space meets the minimum requirements of the government and, it is my determination as the contracting officer, that it is in the best interest of the Government to accept this offer.

Prepared by _____ **Date** _____

Approved by Real Estate Contracting Officer _____ **Date** _____

Real Estate Guidance :
Section 1.3.6 : Land Lease Review Checklist.

LAND Lease (Privately owned) Review Checklist

Lease # _____
Location/Facility: _____

****NOTE:** This checklist includes only those clauses that are considered MANDATORY.

CLAUSE TITLE	OFF AIRPORT (Privately owned.)	CONFORMS TO AMS: Insert check mark here if clause is in lease (no changes).	NONCONFORMITY: Any change to mandatory clause or was it omitted? If yes, place a check mark here. If file contains legal approval for change or omission, annotate, "Legal approved" next to checkmark.	NONCONFORMITY CORRECTED OR SUBSEQUENT LEGAL APPROVAL OBTAINED (Reviewer to initial and date.)
Premises	M			
Term	M			
Consideration (Cost or No Cost)	M			
Payment by Electronic Fund Transfer—Real Property	M			
Central Contractor Registration - Real Property	M			
Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property	M			
Certification of Registration in Central Contractor Registration (CCR)	M			
Contractor Payment Information – Non-CCR	M*			
Cancellation	M			
Quiet Enjoyment	M			
Notification of Change in Land Title	M			
Subordination, Nondisturbance and Attornment	M			
Notices	M			

Contract Disputes	M			
Protest	M			
Anti-Kickback	M			
Covenant Against Contingent Fees	M			
Officials Not to Benefit	M			
Non-Restoration or Alternate Restoration Clause B	M			
Examination of Records (Mandatory for cost leases only)	M			
Signature Block	M			

1) Any additional (non-mandatory) clauses added to the document? Yes ___ No___

2) Are the additional clauses appropriate and in the best interest of the FAA? Yes ___ No ___

3) Is legal review required for the additional clauses? Yes ___ No ___

4) If yes, is this documented in the file? Yes ___ No ___

Other Comments: (Attach additional sheets if needed.)

Initial Review of Lease Record:

Date: _____

Signature of Reviewer

Real Estate Guidance :

Section 1.3.5.2 : Land Lease File Checklist Narrative.

Land Lease Checklist Narrative

Legend

Required – When applicable these documents shall be included in lease acquisition file.

Not Required - In general the other documents listed in the Off/On Lease and MOA Acquisition File Checklist provide useful protection to the

government. However they are not considered required for the lease acquisition file.

Not Applicable - If an item in the checklist is listed as required under the narrative however it is not applicable for the particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

CHECKLIST ITEM	OFF-AIRPORT LEASE	ON-AIRPORT	MOA	PRESCRIPTION
Section 1 - Lease Contract Documents				
Executed Lease Document and modifications	R	R	R	Fully executed document with all exhibits and attachments and all modifications. If appropriate, this should be the recorded copy with original recording data affixed.
Supplemental Lease Agreement	R	R	NR	Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease. For MOA need to update the Facility List.
Notary Acknowledgement	R	NR	NR	Leases must have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease.
Recording Documentation	R	R	NR	All privately owned off airport leases shall be recorded in the appropriate County/Parish/Township office. (AMS 1.1.14 Contract Execution). Place in the lease file, a copy of document provided by the recording entity certifying that the lease has been duly recorded.

Ownership Verification/Tract/Title Search	R	NR	NR	Before entering into lease negotiations, evidence of ownership must be secured. A copy of the landowner's deed to the property or the book and page numbers and place or recording should be made a part of the file records. Also, mortgages, liens, or other encumbrances which adversely affect the title or the owner's authority to enter into a lease shall be obtained. When possible, ownership recordation shall be included as part of the legal description of the facility site and other interests being acquired. (Ref: Land Acquisition Order 4420.3) The most common method is to require the property owner to supply documentation; however, verification can also be obtained by contracting for a <u>title search</u> or personally reviewing the official records.
Corporate Certificate	R	R	NR	A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate.
Evidence of Authority	R	R	NR	When a lease is negotiated with an <u>individual</u> representing the owner, documentary evidence must be attached to the lease evidencing the individual's authority to sign on behalf of the owner, <u>such as a power of attorney</u> . See Land Acquisition Order 4420.3, section 305, for additional information.
Death Certificates	R	NR	NR	If a lessor dies, evidence must be obtained to establish the party or parties to whom payments are due or to become due. In all cases, evidence of death must be secured in the form of the death certificate or other appropriate evidence. It may be necessary to obtain an authenticated copy of a probated will or, if the lessor dies without a will, to obtain letters of

				administration.
Transfer of Ownership	R	R	R	The sale or transfer of ownership will require that a copy of the deed or other instrument transferring the land be obtained for the lease file. The preamble of the lease provides that the lease is binding upon the lessor and his 'heirs, executors, administrators, successors, and assigns." Therefore, no action shall be taken to secure a new agreement or a supplement to the existing agreement (there are a few exceptions to this – see Land Acquisition Order 4420.3, section 306). *Note: Even if a modification to the lease is not required, you must complete an administrative modification in PRISM in order to change the payee.
Estoppel Certificates	NR	NR	NR	Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel. Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease. RECOs must use 1.3.12 Estoppel Certificate if lease is in good standing otherwise work with Regional Counsel.
Assignment of Rents	R	NR	NR	Written document by the lessor of record directing the FAA to mail rent payments to someone other than the lessor (for example, a property management company). Note: Checks may be mailed, either electronically or by paper, to whoever directed by lessor.
Right-of-Entry Permit	R	NR	NR	The Real Estate Contracting Officer (RECO) should ensure that a "right of entry" permit to the property for any purpose has been obtained from the land owner <u>prior to ingress by an FAA employee or any of its agents.</u> Legal counsel should be consulted for the proper action to take if the landowner refuses to grant a "right of entry" permit. Entry onto private property without appropriate rights

				may constitute trespass. (Ref: AMS Real Estate Guidance 8. Right of Entry Permit) Use the right-of-entry permit, FAA Form 4420-6, shown in appendix 2. (Ref: Land Acquisition Order 4420.3, section 122, Site Investigation and Testing.)
Previous Expired Leases	R	R	R	Copies of each expired lease should be filed sequentially at the bottom of the section. "Boiler plate" clauses and attachments, though possibly large should be included because what is considered "standard" at one time may differ from present policy/guidance.
Section 2 – Financial Records				
PRISM Purchase Requisition, PRISM Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification	R	R	R	A printed copy of the above-approved forms should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer's specific requirements. Attachments and exhibits needed for the PRISM document should be attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file.
Lease Determination Form (Evaluation of Lease to Determine Accounting Treatment)	R	R	NR	All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file for the initial lease and any changes. However, all land leases are automatically classified as operating leases per the policy and procedures for lease evaluations. Land leases will only require that the Contracting Officer (CO) fill our section 1 and sign the lease determination form, classifying it as an operating lease. The above is a very brief synopsis - the full instructions should be read and are available at: http://www.anm.faa.gov/anm50/prism/Guides/Solutions/capleasebps.pdf and the form at: http://www.anm.faa.gov/anm50/prism/RealEstate/Guides/reevalusrg.pdf
W-9 Form	NR	NR	NR	Department of Treasury Form <i>Request for Taxpayer Identification</i>

				<i>Number and Certification.</i> This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form may or may not be required in each file. The inclusion or non inclusion of this form will be consistent within each region.
Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form	R	R	NR	variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT) . – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor’s account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region’s security consideration will set policy on whether copies of these forms should be included in the real estate files.
DELPHI Vendor Entry Worksheet	R	R	R	This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it’s not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid.
ATO Business Case	R	R	R	For all ATO facilities the realty specialist/RECO need to receive a copy of the approved business case to proceed with the lease.
Section 3 & 4 – Correspondence/Communications				

All correspondence (electronic and paper)	R	R	R	Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top.
Section 5 – Support Documentation				
REMS (Real Estate Management System) 610 Summary Report	R	R	R	All Real Estate Management System (REMS) 610 Summary Report should be filed.
Scan Lease into REMS - show record	NR	NR	NR	As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to send copies to LIMS.
RETS (Real Estate Tracking System) Notes	R	R	R	Real Estate Tracking System (RETS) a copy of the final RETS notes should be included.

Advertisement	R	NR	NR	<p>If the requirement is not for a site specific location and multiple sources may be available to meet the requirement, then advertising to allow for competition may be appropriate. When advertising the Real Estate Contracting Officer should utilize the publicizing method most likely to result in receipt of offers appropriate to satisfy the specific requirement. Advertisements in most cases will be by local or area wide newspapers; however, this is not limited and may include commercial trade journals, electronic bulletin boards, and the Commerce Business Daily. Multiple advertising may be utilized if considered necessary. The Real Estate Contracting Officer determines the need or requirement for advertising. Data from a market survey may be used to determine the need for advertising. (FAST Real Estate Land Guidelines, 1.1.7. Advertising). Place a copy of the ad along with any documentation to support the method of acquiring the advertisement in this section.</p>
Negotiator's Report	R	R	R	<p>Required for all land leases/MOAs for historical purposes to show a clear line of reasoning from the start of the process to the final action taken. The negotiator report should document and explain, in summary form, the realty specialist's reasoning for any judgments made during negotiations. This report should provide both the "what and why" of negotiations.</p>
Determination to Lease/Lease vs. Purchase Analysis	R	NR	NR	<p>Land for FAA facilities will be leased only if the rent during the expected life of the facility will be less than the cost to purchase a permanent interest. Exceptions to this are:</p> <p>1) Where the land and all other interests can be leased for the expected life of the facility for less than \$1,000 annually and the rent does not exceed 12 percent of the estimated fair market value of the</p>

				<p>rights being acquired.</p> <p>2) The land can be leased at no cost or nominal cost (\$100 or less annually) or</p> <p>3) The land rights will encompass an area of less than 0.1 acre and permanent improvements will not be erected on the land.</p> <p>If the project meets one of the exceptions noted above, the file must be documented to that affect. If the project does not meet any of the exceptions above, a lease versus purchase analysis must be completed.</p> <p>Except as set forth in the exceptions above, no lease for land shall be executed until an <u>analysis</u> is made which concludes the lease to be the most economical method of acquisition <u>or a written determination defining an applicable exception</u>. This must be completed before beginning lease negotiations to determine whether to purchase or lease. If the decision to lease or purchase is different than indicated by the calculations on the form, an explanation (such as funds were not available for purchase) should be attached to the form.</p>
Appraisal Contract/Market Survey	R	NR	NR	<p>All rents for land leases shall be supported by a written determination that is placed in the lease file. The written determination shall contain sufficient data that is relevant to the rationale used for determining a fair annual rent. All written determinations shall be signed by the Real Estate Contracting Officer. When an appraisal is made to support a rent, the appraisal shall be approved by the Contracting Officer and be made a part of the lease file. Formal appraisal reports shall not be used to estimate a fair annual rent when information can be obtained from local sources as to the value of the land to be leased and a reasonable rent. The degree of</p>

				<p>documentation obtained to support annual rents should be governed by the dollar amount of the lease. Simple appraisals to support rents can be used in lieu of written determinations. When a high dollar rent is asked and local information pertaining to land values and rental rates cannot be documented, formal appraisals should be obtained. (Ref: Land Acquisition Order 4420.3, section 302 and sections 203-215.)</p> <p>For simple acquisitions where only a market survey is needed and the survey is short, the entire survey should be included in this section. Where it is not practical to include the market survey or appraisal in this section in its entirety, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal.</p>
Survey Contract/Legal description/Restricted Areas	R	R	<u>NR</u>	<u>Contracts</u> for the acquisition of surveys or legal descriptions belong here. (The legal description should be included in the lease contract.)
EIS/FONSI	R	NR	NR	Environmental Impact Statements (EIS) or Findings of No Significant Impact (FONSI) shall be approved before negotiating the acquisition of any new land interest. Real Estate files should contain a copy of the EIS or FONSI, as applicable, or contain a reference to the office of record where the EIS or FONSI can be found. (Ref: FAA Order 1050.1E).
EDDA (Environmental Due Diligence Audit)	R	NR	NR	A copy of the EDDA acceptance letter or EDDA waiver form should be included. When an EDDA is required and is not included in the file, a note referencing where a reader will find the EDDA document should be included. (Ref: FAA Order 1050.19B).
Rural Development Act Checklist Form	R	NR	NR	The FAA must give first consideration to rural areas when locating new land unless mission or program requirements call for urban areas. And RDA is not required for

				unmanned and on-airport facilities. (Ref: AMS 4.2.3.2: Requirements and FAST Real Estate Space Guidance, 2.4.3 Appendix C: Rural Development Guidelines) This form will be completed before lease negotiations begin.
Legal Review - Single Source Acquisition Review/Contracts over \$100 K	R	NR	NR	The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. (AMS Real Estate Guidance 1.1.5 : Requirements) The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. (AMS Real Estate Guidance 1.1.6: Procurement Method) Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make written exceptions to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination).
Legal Review – Deviation from Standard Lease Clauses	R	R	R	Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses

				needs Headquarters Policy and Counsel approval.
CFO Review of acquisitions with contract value over \$10 million	R	R	NR	Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4.
Section 6 – Drawing/Misc.				
Drawings, Misc.	R	R	NR	Any drawings or documentation not already filed in Sections 1 thru 5 are filed here.

A File review for conformance to FAA Policy Standards is required for all Off-Airport, On-Airport and MOAs. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead, or the supervisor may perform the review.

Real Estate Guidance :

Section 1.3.5.1 : On-Airport Land Lease and MOA File Checklist.

On-Airport Land Lease and MOA Checklist

Lease #: _____ Location: _____ Facility: _____

Property owner contact data (Place adhesive label on front of folder)

Section 1 – Lease Contract Documents	Required	Not Required	In File
Executed Lease Document			
Supplemental Lease Agreement & Modifications (facilities list)			
Corporate Certificate N/A for MOA			
Evidence of Authority N/A for MOA			
Transfers of Ownership			
Previous Leases			
Section 2 – Financial Records		Not	

	Required	Required	In File
PRISM Purchase Order – for cost and no cost			
DELPHI Vendor Entry Worksheet			
PRISM Purchase Requisition – for cost and no cost			
PRISM Modification			
PRISM Request for Modification – for cost and no cost			
W-9 Form - optional			
Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form - for cost leases			
ATO Business Case			
Sections 3 & 4 – Correspondence/Communications	Required	Not Required	In File
Formal letters, memo's, E-mails			
Section 5 – Support Documentation	Required	Not Required	In File
REMS (Real Estate Management System) Memorandum of Agreement Report			
Scan Lease into REMS - show record			
RETS (Real Estate Tracking System) Notes			
Negotiator Report - for cost and no cost			
Survey Contract/Legal Descriptions/Restricted Areas – for cost leases			
RDA (Rural Development Act) Form			
Legal Review – Deviation from Standard Lease Clauses – land lease or MOA			
Chief Financial Officer Review of acquisitions over \$10 million contract value			
Section 6 – Drawings/EDDAs/ Misc.	Required	Not Required	In File
Drawings, Misc. not required for MOA (ALP used)			
EDDA (Environmental Due Diligence Audit) - N/A if hazmat clause included			

Lease file checklist prepared by _____ Date: _____

Lease file reviewed by _____ Date: _____

Real Estate Guidance :

Section 1.3.5 : Off-Airport Land Lease File Checklist.

Off Airport Land Lease - Checklist

Lease #: _____ Location: _____ Facility: _____

Property owner contact data (Place adhesive label on front of folder)

<i>Section 1 - Lease Contract Documents</i>	Required	Not Required	In File
Executed Lease Document			
Supplemental Lease Agreement			
Notary Acknowledgement			
Recording Documentation			
Ownership Verification/Tract/Title Search			
Corporate Certificate			
Evidence of Authority			
Death Certificates			
Transfers of Ownership			
Estoppel Certificate(s)			
Assignment of Rents			
Right of Entry Permits			
Previous Leases			
<i>Section 2 - Financial Records</i>	Required	Not Required	In File
PRISM Purchase Order			
DELPHI Vendor Entry Worksheet			
PRISM Purchase Requisition			
PRISM Modification			
PRISM Request for Modification			
Lease Determination Form			
W-9 Form			
Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form			
ATO Business Case			
<i>Sections 3 & 4 - Correspondence/Communications</i>	Required	Not Required	In File

Formal letters, memo's, E-mails			
Section 5 - Support Documentation	Required	Not Required	In File
REMS (Real Estate Management System) 610 Summary Report			
Scan Lease into REMS- show record			
RETS (Real Estate Tracking System) Notes			
Advertisement			
Negotiator Report			
Lease vs Purchase Analysis			
Appraisal Contract/Market Survey			
Survey Contract/Legal Descriptions/Restricted Areas			
EIS/FONSI			
EDDA (Environmental Due Diligence Audit)			
RDA (Rural Development Act) Form			
Legal review – Sole Source Acquisition>\$10,000; Total Value>\$100,000			
Legal Review - Deviation from Standard Lease Clauses			
Section 6 - Drawings/EDDAs/ Misc.	Required	Not Required	In File
Drawings, Misc.			

Lease file checklist prepared by _____ Date: _____

Lease file reviewed by _____ Date: _____

Real Estate Guidance:

Section 1.3.4 : Alternate A and B Restoration Clause.

RESTORATION Clause Alternate A – to be used for On-Airport Leases and MOAs

The FAA shall surrender possession of the Premises upon the date of expiration or termination of this MOA. Before such expiration or termination, the FAA shall, if requested by the owner and determined by the RECO to be in the best interest of the Government, restore the Premises to as good condition as that existing at the time of the FAA's initial entry upon the Premises under this MOA or a previous agreement or lease, except for ordinary wear and tear or damage by natural elements. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as determined by the RECO to be in the best interests of the Government.

No Implied Obligations:

Any obligation of the FAA under this MOA that requires the expenditure or obligation of funds is subject to the availability of funds. The FAA shall incur no liability under the MOA until funds that may be used for that purpose are appropriated. No provision in this MOA shall be interpreted to require an expenditure or obligation in violation of the Anti-Deficiency Act, 31 U. S. C. 1341.

RESTORATION Clause Alternate B – to be used for Off-Airport Leases

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement or,

(c) The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government.

(d) In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

(e) Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

Real Estate Guidance :

Section 1.3.3 : No Cost Land on Airport Memorandum of Agreement Template.

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

Agreement Number DTFAXX-

This agreement is made and entered into by the _____ Airport, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement ; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the (official name of the airport) Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun- 04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on _____ and continuing though _____. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as (official name of airport), to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, (official name of) Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or

maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

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

_____ XXXX AIRPORT _____.

_____ ADDRESS _____.

_____ CITY, STATE, ZIP CODE _____.

_____ FEDERAL AVIATION ADMINISTRATION _____.

_____ ATTN: REAL ESTATE, XXX-XX(Branch Symbol) _____.

_____ ADDRESS _____.

11. Previous Lease(s)/Agreement(s)

This agreement supersedes Land Lease number DTFAXX. Land Lease DTFAXX is hereby

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terminated.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at [Land On-Airport Lease](http://fasteditapp.faa.gov/ams/do_action) (.http://fasteditapp.faa.gov/ams/do_action)

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

_____ UNITED STATES OF AMERICA,
 FEDERAL AVIATION ADMINISTRATION

By: _____ By: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

Dated _____

List of Facilities

MEMORANDUM OF AGREEMENT

#DTFAXX

_____ (Official name of) _____ AIRPORT

Number	Facility	R/W Number	GSA Control Number	Comments

OF THE ACREAGE AS FOLLOWS: 1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.

A. Together with a right-of-way for ingress to and egress from the premises;(For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on _____ and continuing though _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. RENEWAL OPTIONS (JUL-07):

The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

5. CONSIDERATION (COST) (AUG-02):

The Government shall pay the Lessor rental for the premises in the amount of \$ _____ per _____ during the lease period. Payments shall be made in arrears at the end of each _____ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

OR

5. CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

9. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least _____ days before the effective termination date.

6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

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

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2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
 - a. Accept payment by check or
 - b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

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

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

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

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor

Registration - Real Property".

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

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

7A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06) Note: Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

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

(a) Definitions. As used in this clause for: "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government." Contractor" is synonymous with "Lessor" for real property leases or other contracts; "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities; "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern; (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern; "Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

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

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property the offerors DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number:

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property:

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You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

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

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

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

(g) Changes

(1) Name or Ownership Changes

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

a) Change the name in the CCR database;

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

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

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

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

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

7B.CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

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NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause); "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

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

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

7C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

7D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses 7A, 7B & 7C above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

8. INTEREST FOR LATE PAYMENTS (AUG-02):

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (insert days, 30, 45,60, etc.) days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid (insert time frame) in arrears and will be due on (insert appropriate wording).

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts

temporally withheld or retained in accordance with the terms of the contract.

9. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed _____ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the _____ day period expires; (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

10. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

11. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

12. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

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

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

13. NOTICES (OCT-96):

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

TO LESSOR:

Insert full name and address of party authorized to receive notices/correspondence

TO GOVERNMENT:

Insert full name and address of FAA contracting branch

14a. CONTRACT DISPUTES (Nov. 03)

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

agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

14b. PROTEST (Nov. 03)

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

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

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

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

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

15. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

16. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights

to be paid under this lease.

17. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

18. OFFICIALS NOT TO BENEFIT (OCT-96):

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

19. NON-RESTORATION (OCT-96):

It is hereby agreed between the parties, that upon termination of its occupancy (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

20. EXAMINATION OF RECORDS (AUG-02):

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

21. LEASE SUCCESSION (AUG-02): This lease supersedes Lease No.

DTFA__-__-L-_____ and all other previous agreements between the parties for the leased property described in this document.

22. SIGNATURE BLOCK:

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

LESSOR:

Date:_____

(Signature)

(Official Title)

UNITED STATES OF AMERICA:

Date:_____

(Signature)

(Official Title)

Real Estate Guidance :

Section 1.3.1 : Land On an Airport .

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

LAND LEASE ON AIRPORT

Lease No: DTFA__-__-L-_____

(a) (b) (c)

[a=local designator, b=fiscal year, c= five digit lease #]
Geographical Location: (Physical location - City, State, ZIP)

THIS LEASE is hereby entered into by (_full name of lessor) whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's administrators, successors, and assigns.

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

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

INSERT LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS: 1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.

A. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on _____ and continuing though _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. RENEWAL OPTIONS (JUL-07):

The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed _____ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the _____ day period expires; (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

5. CONSIDERATION (COST) (AUG-02):

The Government shall pay the lessor rental for the premises in the amount of \$ _____ per _____ during the leased period. Payments shall be made in arrears at the end of each _____ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments

shall be considered paid on the day a check is dated or an electronic funds transfer is made.

6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

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

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

- a. Accept payment by check or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

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

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

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

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make

payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

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

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website:

<https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06) Note:Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

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

(a) Definitions. As used in this clause:"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government. "Contractor" is synonymous with "Lessor" for real property leases or other contracts "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern."Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

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

(1) A prospective awardees will be registered in the CCR database prior to award, during performance, and through

final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property; the offerors DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number:

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

(g) Changes

(1) Name or Ownership Changes

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

a) Change the name in the CCR database;

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

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility

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

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

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

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

7B.CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause: "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause);" "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

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

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

7C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal

Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

7D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses 7A, 7B & 7C above.

(a) The Central Contractor Registration system is the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

8. CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

9. CANCELLATION (AUG-02): The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least _____ days before the effective termination date.

10. INTERFERENCE WITH GOVERNMENT OPERATIONS (OCT-96):

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

11. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (OCT-96):

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

12. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

13. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (OCT-96):

The FAA agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is

mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

14. NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

15. NOTICES (OCT-96):

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

TO LESSOR:

Insert full name and address of party authorized to receive notices/correspondence

TO GOVERNMENT:

Insert full name and address of the FAA contracting branch:

15a. CONTRACT DISPUTES (Nov. 03)

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

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Dispute clause is incorporated by reference. Upon request the full text will be provided by the RECO.

15b. PROTEST (Nov. 03)

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

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

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protestor knew or should have known of the grounds for the protest; or

(ii) If the protestor has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

16. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

17. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

18. OFFICIALS NOT TO BENEFIT (OCT-96):

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

19. NON-RESTORATION (OCT-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

20. HAZARDOUS SUBSTANCE CONTAMINATION (MAY-00):

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the (type of facility) facility. The Lessor agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the (type of facility) facility.

21. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the

Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

22. LEASE SUCCESSION (AUG-02):

This Lease supersedes lease no. DTFA ___-___-L-_____ and all other previous agreements between the parties for the leased property described in this document.

23. SIGNATURE BLOCK (AUG-02):

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

LESSOR:

Date: _____

(Signature)

(Official Title)

UNITED STATES OF AMERICA:

Date: _____

(Signature)

(Official Title)

**Real Estate Guidance :
Section 2.6.26 : Outgrant Checklist.**

Outgrant Checklist

Contract #: _____ Location: _____ Facility:

Section 1 –Outgrant Contract Documents: Permit (Federal Agency) or Revocable License (All Others)	Required	Not Required	In File
Executed Outgrant Document & Modifications Previous Outgrant Contract Outgrantee Project Ownership Verification Corporate Certificate Right of Entry to Survey or Test FAA Approvals			

Section 2 – Financial Records	Required	Not Required	In File
Funds Obligating Document [ex. Military Interdepartmental Procurement Request (MIPR)]			

or other document]			
Acceptance of MIPR			

Sections 3 & 4 – Correspondence/Communications	Required	Not Required	In File
Formal request to use FAA property, letters, memo's, E-mails			
Initial Offers and Related Correspondence			

Section 5 – Support Documentation	Required	Not Required	In File
REMS (Real Estate Management System) – data sheets, evidence of upload of Outgrant (Optional)			
RETS (Real Estate Tracking System) Notes			
Single Source Justification			
Short Term Availability or Secondary use Advertisement (for competition of available FAA property)			
Negotiator’s Report with Findings and Determination			
Appraisal/Market Survey to Determine Rent			
Survey/Legal Description of Outgrant Parcel			
Legal Review – Deviation from Standard Lease Clauses			
Environmental documents for Outgrantee Facility			
Reports/Findings Regarding Outgrantee Facility			

Section 6 – Drawings/Misc.	Required	Not Required	In File
Outgrantee Facility Plans and Specifications			
Other Drawings			
Photos			

File Review for Conformance to FAA Policy
Standards: _____ Date: _____

Real Estate Guidance :
Section 2.6.25 : Estoppel Certificate.

ESTOPPEL CERTIFICATE

Tenant: _____

Lessor: _____

Premises (Facility and Address): _____

Premises (OSF): _____

LEASE NO. AND DATE: _____

Monthly rental: _____

Term of Lease: Commencement date: _____

Expiration date: _____

As of the date of this Certificate, the Tenant, the Federal Aviation Administration, an agency of the United States Government, states the following with respect to the above-referenced Lease:

1. The Lease is the only lease between the Tenant and the Lessor affecting the premises and has not been amended, modified, or supplemented, except as otherwise provided herein.
2. The Lease is in full force and effect and there are no defaults thereunder.
3. The monthly rent is shown above, and no payments have been made in advance of the tenant's obligation to pay as set forth in the Lease.
4. Unless otherwise provided herein, Tenant is occupying the leased premises, and the leased premises, including all improvements, common areas, and parking areas, have been accepted by Tenant.
5. Tenant has received no notice of a sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.
6. The Lease shall not be cancelled, except as provided in paragraph ____ thereof.

The undersigned acknowledges and understands that the Lessor will use this Certificate to obtain a mortgage loan from the Lender, and that the Lessor's interest in the Lease will be used as additional security for the loan.

IN WITNESS WHEREOF, I execute this Certificate this _____ day of _____, _____

FEDERAL AVIATION ADMINISTRATION

By: _____

Name: _____

Title: _____

Real Estate Guidance :

Section 2.6.24 : Notice of Cancellation of Lease .

U.S. Department of Transportation
Federal Aviation Administration

NOTIFICATION OF CANCELLATION

Notice is hereby given that the _____ (lease, license, agreement), dated _____, bearing contract number _____ entered into between _____ and the United States of America for: _____ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of _____ (date).

UNITED STATES OF AMERICA,
BY

Real Estate Contracting Officer

Real Estate Guidance :

Section 2.6.23.1 : COR Transmittal Letter.

Date _

Address of Lessor/Contractor

Re: Lease Number

Dear _____

In accordance with the enclosed memorandum, Name , Title, is hereby designated as the Contracting Officer's Representative (COR). This delegation supersedes any and all previous COR delegations issued with respect the lease referenced below. He/She will be assisting the Real Estate Contracting Officer in the technical administration of lease # _____ for the office space at address of leased space. Name of COR may be reached at Phone number, address & email of COR, for technical matters.

Please note that the COR has no authority to issue directions or enter into agreements which may constitute a new assignment of work or which would commit the Government to a change in the expressed terms, conditions, or specifications incorporated into the lease. All technical instructions will be in writing. You will not accept oral or written instructions from sources other than the Real Estate Contracting Officer.

Contractual matters will be addressed to the Real Estate Contracting Officer at Phone number, address & email.

Sincerely,

Signature Block of RECO

Enclosure

cc: Name of COR

Real Estate Guidance :
Section 2.6.23 : COR Delegation Memorandum.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

DELEGATION MEMORANDUM

Subject: Designation of Contracting Officer's Representative for Lease

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_____/Location

From: Name of Real Estate Contracting Officer (RECO) _____

To: COR for the leased manned building

Dear Name of COR:

You are hereby designated the Contracting Officer's Representative (COR) for the subject lease which commences on or about date. No changes or modifications to this delegation may be made unless they are in writing and signed by the Real Estate Contracting Officer (RECO).

It is your responsibility to assist the RECO in the administration of the lease. You are not authorized to change or modify any of the lease terms or conditions. Changes to the lease are not valid unless they are in writing and signed by the RECO. You will keep the RECO informed with regular updates on lease performance. If the requirements of the lease are not being met, you will contact the Lessor directly with notification of the deficiency (send the RECO copies of your notification) and what requirements of the lease are not being met. . If there is no improvement in the performance of the Lessor, you will send a written description of the problem to the RECO for the RECO to resolve. Contact the RECO if you have any questions concerning lease requirements.

AUTHORITY:

As COR **you have the authority to:**

1. Monitor contract work and conduct inspections that are necessary to assure compliance with the lease. Resolve day-to-day matters within the scope of your authority.
2. Make recommendation to the RECO concerning potential lease changes.
3. Assist the RECO in interpreting the Lease terms and provisions.
4. Update and maintain a listing of employees who will be working at the site unescorted (i.e. will be issued an FAA badge). Coordinate with the Security Office to keep this list up to date at any time a contractor employee is added or deleted from the list.

RESPONSIBILITIES:

As COR, **you have the responsibility to:**

1. Take required training for Contracting Officer Representatives, either online, at <http://www.fai.gov/resource/corcotr.htm>, or through an approved course funded by your Line of Business.
2. Be familiar with and understand the lease requirements. A copy of the lease is attached for your information and reference.
3. Seek guidance from the RECO for specific situations not covered in this

delegation.

4. Maintain liaison between the Lessor and the RECO.
5. Make sure that recurring services required by the lease are performed.
6. Maintain a file on all correspondence (or data) initiated or received by you in connection with the subject lease. Submit documentation to the RECO when requested.
7. Certify invoices to the RECO for payment. Date and initial all invoices upon receipt before forwarding to the RECO. Return improper invoices to the Contractor within 7 days of receipt.
8. Notify the RECO prior to relinquishing your position as COR. (The COR is designated by RECO.) As a departing COR, you may nominate a replacement person's name to the RECO.
9. Be cognizant of ethical requirements in conducting all business, so you perform your duties in a manner that is above reproach and at arms length at all times.

As COR, you are required to consult with the RECO when there are questions about your authority. This delegation will remain in effect for the duration of the lease unless revoked, in writing, by the RECO. You are not authorized to redelegate your authority. If you have any questions concerning your role as COR, please contact me at RECO's phone number AND/OR E-MAIL

ADDITIONAL RESPONSIBILITIES for BUILD OUT:

As COR during a build out, the RECO may ask you to:

- Responsible for the review of all required permits, and notify the RECO with respect to whether the Lessor has obtained all required permits.
- Review proposed materials for tenant improvements and monitor expenditures against schedule. Notify RECO of any potential cost overruns as soon as possible.
- Perform periodic inspection of build-out to check progress and keep RECO informed of progress.
- Attend Lessor's building, construction, and progress meetings. Report to RECO all issues related to cost, schedule, and quality of tenant improvements.
- Review Lessor's build out invoices and forward to the RECO with payment recommendation. Date and initial all vouchers or invoices upon receipt before forwarding to the RECO.
- Inform the RECO via email when the build out is complete.

LIMITATIONS:

As COR, **you will not:**

- 1. Make, or give the appearance of being able to make, any commitments outside the Lease, or to execute or agree to modifications in the Lease terms and requirements, or take actions that would commit the Government to a change in the Lease requirements..
- 2. Make determinations, or give the appearance of being able to make determinations regarding issues of Lessor or Government liability that may arise during Lease performance. (Such contract issues must be reported to the RECO).
- 3. Direct or supervise the Lessor, his contractors or subcontractors, on how to perform.
- 4. Issue stop work orders, make decisions outside of your official delegation or compromise your independence and objectivity.
- 5. Lose independence or impartiality.
- 6. Make a Government decision outside of official channels.

The duties and responsibilities included in this memorandum are not intended to be all – inclusive. As COR, you will consult with the RECO when there are questions about your authority.

ATTACHMENT

Real Estate Guidance :

Section 2.6.22 : Outgrant Permit Form (for Fed/Other Government).

FEDERAL AVIATION ADMINISTRATION
DTFAXX-0X-J-XXXXX

Permit No.

(Regional
Office)
FAA Facility name)

(Location and

(Address)
County and State)

(City,

PERMIT

(Identify in Parenthesis whether this Permit is reimbursable)

This Permit, made and entered into this _____ day of _____, 20____, by and

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between the **FEDERAL AVIATION ADMINISTRATION**, hereinafter called the Government, and the (Complete name of other Federal Agency), whose address is _____, hereinafter called the (ot h e r a g e n c y ' s a c r o n y m).

WHEREAS, the United States of America Acting by and through the Federal Aviation Administration owns fee title to (identify square footage or property) utilized for the (name of the FAA facility); and

WHEREAS, the (ot h e r a g e n c y ' s a c r o n y m) desires the right, privilege, and authority to operate and (briefly describe ot h e r a g e n c y ' s f a c i l i t y ; e x a n o i s e m o n i t o r o r a t o p a 25 -foot pole at this location together with the right to use available telco and power at this facility); and

WHEREAS, the FAA has determined that such use will not interfere with FAA's facilities on the site and has also determined that granting (ot h e r a g e n c y ' s a c r o n y m) use of the site under conditions and limitations set forth below is in the best interest of the United States.

NOW, THEREFORE, effective (date), the parties hereto agree, in consideration of the mutual promises hereinafter contained, as follows:

1. This Agreement shall be effective (date) until (date), and is revocable at the will of the FAA. The Permittee agrees to provide FAA thirty (30) day's written notice of its intent to surrender of the Demised Premises.
2. The FAA grants the (ot h e r a g e n c y ' s a c r o n y m) the use of (describe what is to be granted) and a portion of the (name of FAA facility) hereinafter referred to as the "Demised Premises" for (describe) purposes. The Demised Premises are depicted on survey drawing identified as Exhibit "A," attached hereto and made a part hereof.
3. The Premises shall be used by the Permittee to (describe purpose or reason FAA property is needed here).
4. The (ot h e r a g e n c y ' s a c r o n y m) ' s use of the Demised Premises is limited to the use as stated herein. The (ot h e r a g e n c y ' s a c r o n y m) shall not commit or permit any unlawful acts, activities, or nuisances upon said property.
5. This Permit may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.
6. The (ot h e r a g e n c y ' s a c r o n y m) agrees to be responsible for any damage to the Demised Premises arising from the use of the demised premises authorized pursuant to this Permit and shall repair such damage or, in lieu thereof, at the option of the Government, shall reimburse the Government for the cost of repairs, subject to availability of appropriated funds.
7. Permittee shall maintain the improvements and Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA. Upon request, the Licensee shall allow inspection of the Premises by FAA or Government Representatives, to insure proper use and protection of the Premises.
8. The (ot h e r a g e n c y ' s a c r o n y m) shall not interfere, in any manner or at any time, with the operation of the (name of the FAA facility).
9. With regard to any liability which may arise from (ot h e r a g e n c y ' s a c r o n y m) ' s use under this permit, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own officers, agents or employees and that neither party looks to the other to save or hold it harmless for the consequences of any

negligence on the part of one of its own officers, agents, or employees. Neither party is hereby waiving any rights or protection it presently enjoys by reason of any applicable State or Federal law.

10. The (ot h er agen c y's ac r on ym) shall, at all times, exercise due diligence in

maintaining the security and the protection of the Demised Premises against damage or destruction.

11. The (o t h e r a g e n c y ' s a c r o n y m) has inspected and knows the condition of the Demised Premises and it is understood that rights granted to use the Demised Premises are without any representation or warranty by the Government. The (o t h e r a g e n c y ' s a c r o n y m) shall not construct any permanent structure on the said Premises other than the (f a c i l i t y) and shall not construct any temporary structure or advertising sign thereon.
12. This Permit it not assignable to third parties. Any attempt at such assignment shall result in the immediate cancellation of the Permit.
13. The (o t h e r a g e n c y ' s a c r o n y m) shall not store, release, or dispose of any hazardous substance on the Government's property described herein. Hazardous substances are designated by the Environmental Protection Agency as any substance which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the Government's inspection/investigation and is a direct result of the (o t h e r a g e n c y ' s a c r o n y m)'s action, the (o t h e r a g e n c y ' s a c r o n y m) agrees to pay for all costs incurred in remediation to identify, evaluate, and clean up hazardous waste subject to availability of funds.
14. The (o t h e r a g e n c y ' s a c r o n y m) shall, upon notice by the Government, immediately cease any operation or alleviate any physical condition that has or may cause interference with the Government's facility operation during the term of this permit.
15. This Permit shall be governed by Federal Law.
16. The Permittee shall confine activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
17. Contract Disputes

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

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2)

years of the accrual of the permit claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

22. This Permit shall be governed by Federal Law.

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

(Complete name of other Federal Agency)

By: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
BY DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

(Name of RECO)

Title: CONTRACTING OFFICER

Date: _____

Real Estate Guidance :
Section 2.6.21 : Outgrant License Form (for non-Fed entity).

FEDERAL AVIATION ADMINISTRATION
No. _____

FAA

(Regional
Office)

(Location and

FAA Facility Name)

(Address)
County, and State)

(City,

REVOCABLE LICENSE AGREEMENT

FOR

NON-FEDERAL USE OF REAL PROPERTY

(Identify in Parenthesis whether this Permit is reimbursable)

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement"), made and entered into this ____ day of _____ 20__, by and between the Federal Aviation Administration, hereinafter referred to as the "FAA" and (License e 's Leg al Nam e), hereinafter referred to as the "Licensee".

WITNESSETH

WHEREAS, the United States of America, acting by and through the FAA owns a (general description of property subject to the License) facility (ies);

WHEREAS, the portion of this building space utilized by the (FAA facility name) is available for use by the Licensee; and

WHEREAS, it has been determined that Licensee's use of the subject facility will not interfere with, or adversely impact FAA's mission, and has also determined that granting (ot h er agen c y's ac ron y m) use of the site under conditions and limitations set forth below is in the best interest of the United States.

WHEREAS, it is in the public's interest to improve property utilization and permit this secondary use.

NOW THEREFORE, the FAA does hereby grant unto the Licensee permission to use _____ square feet (of space or land) in the (FAA facility name), hereinafter referred to as the "Demised Premises", all as shown on Exhibit A, subject to the following terms and conditions:

A. SPECIAL CONDITIONS

1. TERM. This Agreement shall be effective (date) until (date), and is revocable at the will of the FAA. The Licensee agrees to provide FAA thirty (30) day's written notice of its intent to surrender of the Demised Premises.

2. DESCRIPTION OF PROPERTY. The Demised Premises consists of approximately

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_____ square feet of office space and parking, accepted in its present "as is" condition, as shown on drawing _____, marked as Exhibit "A", which is attached hereto and made a part hereof.

3. PURPOSE OF AGREEMENT. The Demised Premises shall be used by the

Licensee to (describe purpose or reason FAA property is needed here).

4. CONSIDERATION. The Licensee shall pay the FAA rental for the Demised Premises in the amount of \$_____per _____during the license period. Payments shall be made in advance at the beginning of each _____without the submission of invoices or vouchers. The payments shall be made to the Federal Aviation Administration and sent to : FAA full address. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

5. The Licensee must comply with all conditions or restrictions stated (describe condition or reference the source of the condition).

6. (The following is a common impact to a FAA facility, but this paragraph may be reworded to describe another impact.)

The Licensee shall not cause or permit any electrical/electronic radiating devices, apparatus, or equipment on the Demised Premises that may interfere or conflict with the operation of the FAA communications facility. No electrical/electronic radiating devices will be installed upon the Demised Premises that exceed 100 watts of radiated power. The use and operation of the Demised Premises by Licensee shall be so conducted that interference is not caused to radio electronic equipment operated by the FAA or its other permitted users. If such operations cause interference to the FAA operations, Licensee's use will shut down immediately and remain shut down until the interference problem is resolved and Licensee will, at no cost to the FAA, take corrective measures needed to eliminate the interference problem.

7. The Licensee is liable to third parties for any possible electromagnetic radiation hazards or damage which may be caused by transmitters on the FAA facility.

8. The Licensee must provide adequate security for the Demised Premises.

9. NOTICES. Notices may be sent to the following addresses:

(a) Federal Aviation Administration

(Identify office responsible for real estate)

(Address)

(b)(Licensee's name)

(Address)

B. GENERAL CONDITIONS

1. COMPLIANCE. Any use made of the Demised Premises, and any construction,

maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be approved by the FAA prior to commencement of any installation or future addition or installation work and shall be accomplished in a manner satisfactory to the FAA.

2. LAWS AND ORDINANCES. In the exercise of any privileges granted by this

Agreement, Licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

3. MAINTENANCE. Licensee shall maintain the improvements and Demised Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA. Upon request, the Licensee shall allow inspection of the Demised Premises by FAA or Government Representatives, to insure proper use and protection of the Demised Premises.

4. DAMAGE. Except as may be otherwise provided by the Special Conditions

above, no FAA property shall be destroyed, displaced, or damaged by the Licensee in the exercise of the privileges granted by this Agreement without the prior written consent of the FAA. In such event, the Licensee shall, at the FAA's request, promptly replace, return, repair and restore any such property to a condition satisfactory to the FAA.

5. INDEMNIFICATION. Licensee hereby agrees to indemnify, defend and save

harmless, FAA, its officers, agents and employees from:

(a) Any and all claims and demands which may be made against FAA, its

officers, agents or employees by reason of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Licensee or any of Licensee's contractors, agents, employees, or persons invited or allowed on the Demised Premises by Licensee;

(b) Liability for any and all damage to; or destruction of the property of FAA, occupied or used by Licensee, caused by any act or omission, negligent or otherwise, of Licensee or any of Licensee's contractors, agents, employees or persons invited or allowed on the Demised Premises by Licensee.

6. OPERATION. The Licensee shall confine activities on the Demised Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

7. RESTORATION. Upon termination of the use of this License, Licensee shall restore the Demised Premises to the condition existing on the effective date of this License, reasonable wear and tear excepted, and repair any damage caused by its presence or use. Any property of Licensee installed or located on the Demised Premises shall be removed. At the option of the FAA, the FAA's property may be required to be restored to its original condition upon thirty (30) days' written notice to the FAA. If the Licensee fails to remove all structures and improvements, except those owned by the FAA, within a reasonable period, they shall become the property of the FAA. This, however, will not relieve Licensee of liability for the cost of their removal and the restoration of the Demised Premises. The FAA reserves the right to remove Licensee's improvements, restore the Demised Premises to a satisfactory condition, and hold Licensee liable for all costs if the Licensee fails to remove said structures and improvements and restore the Demised Premises as directed by the FAA.

8. EXPENSE. Any cost, expense, or liability connected with, or in any manner

incident to, the granting, exercise, enjoyment, or relinquishment of this Agreement shall be assumed and discharged by the Licensee.

9. FUTURE REQUIREMENTS. The Licensee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe.

10. ATTEMPTED VARIATION. There shall be no variation or departure from the terms of this Agreement without prior written consent of the FAA.

11. TRANSFERABILITY. This Agreement is not transferable. If the Licensee, through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements situated on the Demised Premises, this Agreement shall automatically terminate.

12. INSURANCE. All insurance required by this Agreement shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A Certificate of Insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the FAA's Local Representative prior to use of the Demised Premises.

Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Licensee, it will deliver to the FAA's Local Representative a Certificate of Insurance or a certified copy of each renewal policy to cover the same risks.

13. NONDISCRIMINATION.

(a) Licensee agrees that no person shall be discriminated against in connection with the use made by the Licensee of the Demised Premises, on the grounds specified in Title VI of the Civil Rights Act of 1964 (78 Stat, 238, 252; 42 U.S.C. 2000 (d)).

(b) Licensee shall obtain from each person or firm who, through contractual or

other arrangements with the Licensee, provides services, benefits or performs work on the Demised Premises, a written agreement whereby said person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon Licensee as indicated above. Licensee shall furnish a copy of such agreement to

the FAA.

(c) The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of this Agreement.

14. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or

Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

15. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it

has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this Agreement or, in its discretion, to recover from the Licensee the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

16. ANTI-KICKBACK. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the lease contract price charged by the Lessor to the United States or in the lease contract price charged by a subcontractor to the Lessor or higher tier subcontractor.

17. CHANGE OF ADDRESS. In the case of change of address, the Licensee shall

immediately notify the FAA, in accordance with Section A.12. herein.

18. BREACH. This License may be terminated and revoked upon breach of any

conditions herein or otherwise at the discretion of the FAA.

19. EFFECTIVE DATE. This License shall be effective on the date it has been fully executed by the parties hereto.

20. GOVERNING LAW. This License shall be governed by Federal Law.

21. CONTRACT DISPUTES

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

final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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

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

(Licensee's Legal Name)

By: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA

BY DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

By: _____

Title: _____

Date: _____

Real Estate Guidance :

Section 2.6.20.1 : Space Lease File Checklist Narrative.

Space Lease Checklist Narrative

Legend:

Required – When applicable these documents shall be included in lease acquisition file.

Not Required – In general the other documents listed in the “Space Lease Acquisition File Checklist provide useful protection to the government. However they are not considered required for the lease acquisition file.

CHECKLIST ITEM	STANDARD LEASE	SMALL LEASE	RENEWAL LEASE	ANTENNA/RACK SPACE LEASE	PRESCRIPTION
Section 1 - Lease Contract Documents					
Supplemental Lease Agreement(s)	R	R	R	R	Need to use Supplemental Lease Agreement for adding modifications, updates, extensions to existing lease form. The SLA should always include any updated clauses to the base lease.
Executed Lease Document – Standard/Small Lease and Antenna/Rack Space and Attachment A	R	R	R	R	Fully executed document with all exhibits and attachments. Either have a Standard Lease form for existing buildings and new lease actions with non-complex requirements. Or a Small Lease Form for small blocks of space, typically approximately

					3,000 square feet or less, or short term (i.e., approximately 1 year). Attachment A form provides the requirements for the lease. Use a modified version for an ATCT Lease.
Notary Acknowledgement	NR	NR	NR	NR	Leases may have the lessor's signatures acknowledged before a Notary Public or other county or state officials. Such acknowledgements are a requisite for recording. Acknowledgements should be attached to the last page of the lease.
Corporate Certificate	R	R	R	NR	A corporate certificate must be executed by the secretary or assistant secretary (if a corporation) or by the town, city, or county clerk or other appropriate official (if a municipality). When appropriate, the corporate seal should be impressed. In no event should the same person signing on behalf of the lessor (sign the lease) also sign the certificate.
Tower Lease Agreement	R	R	R	NR	Currently working on adding a Tower Lease Agreement.
Certification of Seismic Compliance Form	R	NR	R	NR	Lessor fills out a Certification of Seismic Compliance form to certify that the construction meets the established acceptable

					standard. If unable to get form filled out, must make a note to the file.
Estoppel Certificates	NR	NR	NR	NR	<p>Estoppel certificates are used to document the existing legal rights of all parties of the lease at a precise time. Usually, the document is required by lenders or buyers at the time of sale to protect them from unknown conditions existing before the date of Estoppel.</p> <p>Estoppel must be carefully reviewed by Regional Counsel, to ensure that the government does not give up any rights already negotiated by the lease.</p> <p>RECO must use the 2.6.22 Estoppel Certificate if the lease is in good standing.</p>
Previous Expired Lease	NR	NR	R	NR	Copies of each expired lease should be filed sequentially at the bottom of the section for renewal lease file. "Boiler plate" clauses and attachments, though possibly large should be included because what is considered "standard" at one time may differ from present policy/guidance.
Section 2 – Financial Records					
PRISM Purchase Requisition, PRISM	R	R	R	R	A printed copy of the above-approved forms

Purchase Order, PRISM Request for Modification, and PRISM Purchase Order Modification					should be placed chronologically in the file. These forms document primarily the availability of adequate funding but also document the customer's specific requirements. Attachments and exhibits needed for the PRISM document should be attached. It is suggested that as the realty specialist has the ability to electronically track payments that the payment schedules be included in the real estate file.
DELPHI Vendor Entry Worksheet	R	R	R	R	This form is required to be submitted to accounting before PRISM award. The form is only needed once for each vendor – it's not needed for second or subsequent leases. Caution – The PRISM vendor must exactly match the name on this form or the lease will not be paid.
Lease Determination Form	R	R	R	R	All cost leases must have a capital vs. operating lease determination completed and a copy placed in the lease file prior to the execution of the lease. The RECO should notify their management if the lease is determined to be capital.
W-9 Form	R	R	R	R	Department of Treasury Form <i>Request for Taxpayer Identification</i>

					<i>Number and Certification.</i> This form is required to pay the lessor through DELPHI. The original of this form should be given to accounting. Depending on security considerations in the office where the real estate acquisition file is stored, a copy of this form is required in each file.
FPDS (Federal Procurement Data System) Form	R	R	R	R	Federal Procurement Data System Form – The FDPS is the federal government’s central database on federal procurement actions. This form is required for all cost leases over \$100,000 (this includes all possible options) and is filled out during the PRISM award. A copy of the FPDS information is to be printed from PRISM and placed in the lease file.
Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form	R	R	R	R	Variously known as the Automated Clearing House form (ACH) or the Electronic Funds Transfer form (EFT). – Payment by the Government is typically made via electronic funds transfer; however, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a

					financial institution or an authorized payment agent, payment made be made by other than EFT. The Vendor/Miscellaneous Payment Information Form must be filled out by the lessor and provided to Accounting to allow electronic funds transfer (EFT) of lease payments directly to the lessor's account in their financial institution. The Vendor/Miscellaneous Payment Information form also fulfills the requirements for a W-9 form. Each region's security consideration will set policy on whether copies of these forms should be included in the real estate files. ASH Form is <u>optional</u> since most of the information can be captured in the Vendor Miscellaneous Form.
ATO Business Case	R	R	R	NR	For all ATO facilities, the realty specialist/RECO needs to receive a copy of the approved business case to proceed with the lease.
Section 3 & 4 – Correspondance/Communi cations					
Letter to Lessor for Acceptance of Space	R	NR	NR	NR	Provide acceptance of the space in writing or verbally.
Award Letter	R	NR	NR	NR	Need to have a copy of the Award Letter to the successful Offeror in the

					file.
Initial Offers and Related Correspondence	R	NR	NR	NR	Required only for competed SFO's, the Initial Offers and Related Correspondence.
COR Letter	NR	NR	NR	NR	Letter designating a Contracting Officer Representative.
Formal letters, memos, E-mails	R	R	R	R	Beginning in Section 3, all correspondence, both copies of electronic and paper correspondence, should be filed chronologically with the most recent on top. When Section 3 has reached capacity, continue in Section 4, again with the most recent documents on top.
Section 5 – Support Documentation					
REMS (Real Estate Management System) 610 Summary Report	R	R	R	R	All Real Estate Management System (REMS) 610 Summary Report.
Scan Lease in REMS - show record	R	R	R	R	As of July 1, 2007, RECOs are required to scan copies of leases or lease renewals into REMS. No cost leases are also scanned into REMS. ATO-Finance can retrieve lease information from REMS. RECOs are no longer required to send copies to LIMS.
Negotiator's Report	R	R	R	R	Required for all leases for historical purposes to show a clear line of reasoning from the start of the process to the final action taken, including the Price Evaluation, the Fair Market Value

					Determination and the Procurement Method.
RETS (Real Estate Tracking System) Notes	R	R	R	R	Real Estate Tracking System (RETS) a copy of the final RETS notes should be included.
Legal Review - Single Source Acquisition Review	R	R	R	R	The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. The single source method of procurement is appropriate when technical requirements, business practices, or programmatic needs have determined that specific location, site, or unique need is required to meet the FAA's mission, or when it has been determined that only one source is reasonably available that can meet the requirement. Legal coordination is required for all <u>single source acquisitions</u> exceeding a total value of \$10,000 and for <u>all contracts</u> with a total value over \$100,000 (including any renewals). At Headquarters, the Assistant Chief Counsel for Procurement, and at Regions and Centers, the Region or Center Counsel, may make

					written exceptions to this coordination policy, adjust dollar minimums, or in appropriate cases, waive the coordination. The real estate office and legal office should reach an agreement, preferably written, stating when the legal office prefers and/or requires review of individual contracts. (AMS, Key Elements of Acquisition Management, 1.2.14: Legal Coordination).
Legal Review – Deviation from Standard Lease Clauses	R	R	R	R	Any proposed substantial deviations or additions to the printed lease form, including additional paragraphs which place additional obligations upon the Government, shall be approved by the Regional or Center Counsel prior to execution by the contracting officer. Any permanent changes to the clauses need Headquarters Policy and Counsel approval.
CFO Review of acquisitions with total contract value over \$10 million	R	R	R	R	Required for all contracts with a total contract value over \$10 million. For more information look at 3.2.1.4.
Space Safety and Environmental Form	R	R	R	NR	Required to have Safety and Environmental Checklist when the local municipality does not provide occupancy permits.

Proposal to Lease Space	NR	NR	NR	NR	This form provides useful information for a new lease action including description of premises, space offered, initial offer, lease terms and other accounting information.
Lessor Annual Cost Statement	R	R	R	NR	This form provides the lessor cost information broken down by basic rental, water, power, gas, taxes, janitorial, supplies, etc.
Space Solicitation Information	NR	NR	NR	NR	This document provides Offerors with solicitation information and procedure.
Security Form 1600.77	R	R	R	NR	Required forms per FAA order 1600.69A except for storage space leases.
Completed Market Survey Form(s)	R	R	R	NR	A market survey form must be included in this section. Where it is not practical to include the entire market survey in this section, a reference note should be placed in the real estate file directing the reader to the location of the file that contains the complete market survey or appraisal.
Advertisement and Responses	NR	NR	NR	NR	Provide a copy of the advertisement and any responses if RECO uses advertising.
Space Requirement Questionnaire	R	R	NR	NR	Formal or informal request from the end-user including at a minimum the estimated square footage, number of personnel, and delineated area. The Space Requirements

					Questionnaire form provides the end user with a tool to determine their requirements.
Special Requirements	NR	NR	NR	NR	Only provide special requirements if known at the beginning of the process.
Justification of Delineated Area	R	NR	NR	NR	End user must include a justification for their delineated area for newly competitive standard space leases.
Rural Development Act Checklist Form	R	R	R	R	The RECO is required to fill out the checklist for the appropriate reason for not considering location in rural area.
ABAAS Compliance Report	R	R	R	NR	The RECO must complete the “ABAAS Compliance Report” and place in lease contract file for all space leases entered into after September 1, 2006.
Section 6 – Drawing/Misc.					
Drawings	R	NR	R	NR	Should have a hard copy of the final as-built space drawings and reproducible plans on a CAD program. Drawing should depict rented space, parking and other exterior items. Should get updated as-builts when renewing a lease.
Independent Government Cost Estimate	R	NR	R	NR	If the lessor does not receive at least three competitive bids for alterations or improvements, then the RECO must obtain an IGE.

In accordance with the ISO SOP for Lease Document and File review, a document and file review for conformance to FAA Policy Standards is required for all Standard and Small Leases. The File Review needs to be dated and signed by a person who has reviewed the file, which is intended to provide a quality control check of the file for completeness. The review is not intended to replace the judgment exercised by the contracting officer. A second realty specialist, team coordinator/lead performs the review.

Real Estate Guidance :

Section 2.6.20 : Space Lease File Checklist.

Space Lease Checklist

Lease #: _____ Location: _____ Facility: _____

Property owner contact data should be included in the Negotiator's Report.

Section 1 – Lease Contract Documents	Required	Not Required	In File
Supplemental Lease Agreement(s) Executed Lease Document – Standard/Small Lease and Attachment A Notary Acknowledgment Corporate Certificate Tower Lease Agreement Certificate of Seismic Compliance Form Estoppel Certificates/Mortgage Releases Previous Expired Leases			
Section 2 – Financial Records	Required	Not Required	In File
PRISM Purchase Order Modification PRISM Request for Modification PRISM Purchase Order PRISM Purchase Requisition DELPHI Vendor Entry Worksheet Lease Determination Form FPDS (Federal Procurement Data System) Form W-9 Form Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form ATO Business Case			
Sections 3 & 4 – Correspondence/Communications	Required	Not Required	In File
Letter to Lessor for Acceptance of Space Award Letter			

Initial Offers and Related Correspondence			
COR Letter			
Formal Letters, Memos, and E-mails			

Section 5 – Support Documentation	Required	Not Required	In File
REMS (Real Estate Management System) 610 Summary Report			
Scan Lease in REMS - show record			
Negotiator’s Report			
RETS (Real Estate Tracking System) Notes			
Legal Review – Sole Source Acquisition>\$10,000; Total Value>\$100,000			
Legal Review – Deviation from Standard Lease Clauses			
Cheif Financial Officer Review for procurements over \$10 million			
Space Safety and Environmental Form			
Proposal to Lease Space			
Lessor’s Annual Cost Statement			
Space Solicitation Information			
Security Form 1600-77			
Completed Market Survey Form(s)			
Advertisement and Responses			
Space Requirement Questionnaire			
Special Requirements			
Justification for Delineated Area			
RDA (Rural Development Act) Checklist Form			
ABAAS Compliance Report			
Section 6 – Drawings/EDDAs/ Misc.	Required	Not Required	In File
Drawings, Misc.			
Independent Government Cost Estimate			

Lease file checklist prepared by _____ Date:

Lease file reviewed by _____ Date: _____

Real Estate Guidance :
Section 2.6.19 : Space Lease Review Checklist.

Lease # _____

Location/Facility: _____

Check one:

___ Space lease is greater than 3,000 square feet and greater than 1 year term, including all renewals. (Use Standard lease column)

___ Space lease is less than 3,000 square feet or less and greater than 1 year term, including all renewals. (Use Small Lease column)

****NOTE:** This checklist includes only those clauses that are considered MANDATORY.

CLAUSE TITLE	Standard Lease	Small Lease	CONFORMS TO AMS: Insert check mark here if clause is in lease (no changes).	NONCONFORMITY: Any change to mandatory clause or was it omitted? If yes, place a check mark here. If file contains legal approval for change or omission, annotate, "Legal approved" next to checkmark.	NONCONFORMITY CORRECTED OR SUBSEQUENT LEGAL APPROVAL OBTAINED (Reviewer to initial and date.)
1. This Lease	M	M			
2. Description	M	M			
3. Term	M	M			
4. Cancellation	M	M			
5. Rental	M	M			
7.A. Inspection	M				
7.B. Damage By	M	M			

Fire or Other Casualty					
7.C. Maintenance Of The Premises	M	M			
7.D. Failure In Performance	M	M			
7.E. Default By Lessor	M	M by reference			
7.F. Compliance with Applicable Laws	M	M by reference			
7.H. Acceptance of Space	M				
7.J. Accessibility	M	M			
7.L. Officials Not To Benefit	M	M by reference			
7.M. Covenant Against Contingent Fees	M	M by reference			

7.N. Anti-Kickback	M	M by reference			
7.O1. Contract Disputes	M	M			
7.O2. Protest	M	M			
7.P. Examination of Records (Mandatory for cost leases only.)	M	M by reference			
7.Q.1 Central Contractor Registration_ Real Property	M	M			
7.Q.1.ALT 1- Contractor Payment Information - Real Property	M*	M*			
7.Q.2 Payment by Electronic Funds Transfer (EFT)- Central Contractor Registraion_ Real Property	M	M			
7.Q.3 Contractor Identification Number -"Data Universal Numbering System" (DUNS) Number	M	M			
7.Q.4 Certification of Registration in CCR - Real Property	M	M			
7.R. Assignment of Claims		M by reference			
7.S. Subordination, Nondistrubance and Attornment	M	M by reference			
7.T. Lessor's Successors	M	M			
7.U. Sublease	M				
7.V. No Waiver	M				
7.W. Integrated Agreement	M	M by reference			
7.X. Equal Opportunity	M	M by reference			
7.Y. Affirmative Action for Special	M	M by reference			

Disabled and Era Veterans					
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Non-Restoration	M	M			
Occupancy Permit	M*	M*			
Security Requirements (E1-E6)	M	M			
FORMS					
ABAAS Compliance Report	M	M			
Certification for Seismic Safety	M				
Checklist for Rural Development Act	M	M			
Vendor/Miscellaneous Payment Information Form	M				

1) Any additional (non mandatory) clauses added to the document? Yes ___ No ___

2.) For data tracking purposes were the following non-mandatory clauses included in accordance with Logistics Management Plan for EMS (ISO 14001)?

CLAUSE TITLE	Standard Lease	Small Lease	Included in Lease in accordance with EMS	Not included with comments	Prescription
Ceiling	R	O			Insert in all leases. Any changes should be approved by regional environmental contact.
General Health and Safety Standards	R	R			Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards.
Halon	R	R			Insert in all leases. Any changes should be approved by regional environmental contact.
HVAC	R	O			Insert in all leases. RECO's should consult a regional engineer for changes to clause.
Janitorial Services	O	O			Insert in leases, which provide for janitorial services.
Lighting	R	O			Insert in all leases. RECO's should consult a regional environmental contact for changes to clause.
Painting	R	O			Insert in all new leases. RECO should insert in all leases with

					lease terms of five years or longer.
Pest Control	R	O			Insert in all leases.
Refrigerants	R	O			Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause.
Window & Floor Covering	R	O			Insert in all leases.
Wiring For Telephones	R	O			Insert in leases.

Any other environmental/energy clauses added to the list? Yes ___ No ___

If so, please list the clauses:

3) Are the additional clauses appropriate and in the best interest of the FAA? Yes ___ No ___

4) Is legal review required for the additional clauses? Yes ___ No ___

5) If yes, is this documented in the file? Yes ___ No ___

Other Comments: (Attach additional sheets if needed.)

Initial Review of Lease Record:

Date: _____

Signature of Reviewer

Final Review of Lease Record:

(No non-conformities were noted during review or all non-conformities have been corrected.)

_____ **Date:** _____

Signature of Reviewer

Real Estate Guidance :

Section 2.6.18.1 : Authorities Reference for Negotiator Report.

FAA Real Estate Authorities

Below is a list of the major authorities, FAA RECO would use to acquire, dispose or manage real property. However for a complete listing of all authorities please see Appendix E under External Authorities ([link to Appendix E](#)).

I. Authority to Acquire

49 U.S.C. 106(n): The administrator is authorized –

- to acquire (by purchase, lease, condemnation, or otherwise), construct, improve, repair, operate, and maintain –
 - o air traffic control facilities and equipment;
 - o research and testing sites and facilities; and
 - o such other real and personal property (including office space and patents), or any interest therein, within and outside the continental United States as the Administrator considers necessary;
- to lease to others such real and personal property; and
- to provide by contract of otherwise for eating facilities and other necessary facilities for the welfare of employees of the Administration at the installations of the Administration, and to acquire, operate, and maintain equipment for these facilities.

- Title to any property or interest therein acquired pursuant to this subsection shall be held by the Government of the United States.

II. Lease Terms

49 U.S.C. 106(l)(6): Contracts – The Administrator is authorized to enter into and perform such contracts, leases, cooperative agreements, or other transactions as may be necessary to carry out the functions of the Administrator and the Administration. The Administrator may enter into such contracts, leases, cooperative agreements and other transactions with any Federal agency ... State, territory, or possession, or political subdivision thereof, any other governmental entity, or any person, firm, association, corporation, or educational institution, on such terms and conditions as the Administrator may consider appropriate.

III. General Procurement Authority

49 U.S.C. 40110(a) – General. In carrying out this part, the Administrator of the Federal Aviation Administration –

- To the extent that amounts are available for obligation, may acquire services or, by condemnation or otherwise, an interest in property, including an interest in airspace immediately adjacent to an needed for airports and other air navigation facilities owned by the United States Government and operated by the Administrator.

IV. Authority to acquire housing units

49 U.S.C. 40110(b): ... the Administrator may purchase a housing unit (including a condominium or a housing unit in a building owned by a cooperative) that is located outside the contiguous United States if the cost of the unit is \$300,000 or less.

- For fiscal years beginning after September 30, 1997, the Administrator may adjust the dollar amount specified in paragraph (1) to take into account increases in local housing costs.

- Notwithstanding section 1341 of title 31, the Administrator may purchase a housing unit under paragraph (1) even if there is an obligation thereafter to pay necessary and reasonable fees related to operation, maintenance, taxes and insurance.

- Certification to FAA's Congressional authorizing committees is required at least 30 days before completing the purchase.

o Description of the housing unit and its price

o A certification that the price does not exceed the median price of housing units in the area, and

o A certification that purchasing the housing unit is the most cost-beneficial means of providing necessary accommodations in carrying out this part.

- The Administrator may pay, when due, fees resulting from the purchase of a housing

unit under this subsection from any amounts available to the Administrator.

V. Anti-Deficiency Act exemption

49 U.S.C. 40110(c) (2): The Administrator may –

- Notwithstanding section 1341(a)(1) of title 31, lease an interest in property for not more than 20 years:
- Consider the reasonable probable future use of the underlying land in making an award for a condemnation of an interest in airspace;

VI. Multivear contracts for property

49 U.S.C. 40112(a): Notwithstanding section 1341(a) (1) (B) of title 31, and to the extent amounts otherwise are available for obligation, the Administrator of the Federal Aviation Administration may make a contract of more than one but not more than five fiscal years to purchase property, except a contract to construct, alter, or make a major repair or improvement to real property.

VII. Acquisition reform Authority

49 U.S.C. 40110(d):

- In consultation with such non-governmental experts in acquisition management systems as the Administrator may employ, and notwithstanding provisions of Federal acquisition law, the Administrator shall develop and implement ... an acquisition management system for the Administration that addresses the unique needs of the agency and, at a minimum, provides for more timely and cost-effective acquisitions of equipment and materials.
- The following provisions of Federal acquisition law shall not apply to the new acquisition management system developed and implemented pursuant to paragraph (1):
 - o (A) Title III of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 252-266);

VIII. Property Disposal Authority

49 U.S.C. 40110(a) (2): The Administrator of the Federal Aviation Administration may dispose of an interest in property for adequate compensation;

49 U.S.C. 40110(c)(2)(F): When carrying out subsection (a) of this section, the Administration of the Federal Aviation Administration may dispose of property under subsection (a)(2) of this section, except for airport and airway property and technical equipment used for the special purposes of the Administration, only under sections 121, 123, and 126 and Chapter 5 of title 40.

IX. General Facilities and Personnel Authority

49 U.S.C. 44502 – (a)(1) The Administrator of the Federal Aviation Administration may

- (A) acquire, establish, improve, operate, and maintain air navigation facilities; and
- (B) provide facilities and personnel to regulate and protect air traffic

X. Acquisition Management Section

49 U.S.C. 40110(d)(2) – Applicability of Federal Acquisition Law – the following provisions of Federal acquisition law shall not apply to the new acquisition management system developed and implemented pursuant to paragraph (1):

- (A) Title III of the Federal Procurement and Administrative Services Act of 1949 (41 U.S.C. 252-266)
- (B) The Office of Federal Procurement Policy Act (41 U.S.C. 401 et seq.)
- (C) The Federal Acquisition Streamlining Act of 1994 (Public Law 103-355); except for section 315 (41U.S.C. 265).
- (D) The Small Business Act (15 U.S.C. 631 et seq.), except that all reasonable opportunities to be awarded contracts shall be provided to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- (E) The Competition in Contracting Act.
- (F) Subchapter V of chapter 35 of title 31, relating to the procurement protest system.
- (G) The Brooks Automatic Data Processing Act (40 U.S.C. 759)
- (H) The Federal Acquisition Regulation and any laws not listed in subparagraphs (A) through (G) providing authority to promulgate regulations in the Federal Acquisition Regulation.

Real Estate Guidance :
Section 2.6.18 : Negotiator Report.

NEGOTIATOR REPORT

(LOCATION, city-state)

(Lease Number)

(This document must be used to document negotiations for all types of leases – space and land, cost and no cost. This document must be used for the entire process – before offers received, during evaluation and award recommendation and after award. Those sections relevant to the lease being procured must be completed. Sections not relevant must be marked not applicable. This document may be enhanced with additional information as needed. This Negotiator Report **must be included in all lease files starting September 30, 2006.**)

I. Project Objective

State objective of project in this section.

· **For example:** “This project is to acquire space for the Flight Standards District Office in Dayton, Ohio, from a qualified source at a fair and reasonable price.”

OR

· **For example:** “This project is to acquire land at no cost, in accordance with or pursuant to provisions of Grant Assurance 28, at the Phoenix International Airport for the ILS (VASI, MM and GS) for RWY 26R.”

II. Project Data

- a. Description of leased space/land: (General description – number of square feet, acres, etc. type of space or land, e.g. 1.5 acres more or less for outer marker site; or, 20,000 square feet of admin type office space.)
- b. Lessor (Name, address, phone number and other pertinent data)

III. Negotiations

- a. Participants (List offeror(s) with whom you negotiated)
- b. **AUTHORITY:** List authority (at least one) under which you acquired the space/land. (See FAST External Authorities: Appendix E and Attached List of Authorities)
 - **For example:** “This space is being acquired under the authority of _____”
- c. **PROCUREMENT METHOD:**
Sole Source: If property was acquired through a sole source, document the established rental rate and/or purchase price in this section AND document the reason(s) competition was not used in the acquisition. (See FAST reference 2.2.3: RECO is to document the reason(s) competition was not used in the acquisition.)

· **For example:** “The space/land was secured through a sole source and competition was not solicited. The proposed procurement is for land that is site specific for which it is not possible to secure competition.”

Competition: If property was acquired through competition (two or more sources were allowed to compete), describe here how the competitive range was determined.

· **For example:** “The space was secured through competitive procedure. Information obtained from two brokers in the Phoenix area indicate that comparable space rents for \$22 - \$24 per rentable square foot, fully

ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at

_____ .

Complete This Section:

____ Leased building and premises are fully compliant with ABAAS section F202.6.

OR

____ Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

OR

____ Leased building and premises will be compliant with ABAAS by _____(date).

(Insert specific details on the improvements that are to be made)

Lessor shall ensure completion. All associated costs incurred shall be the responsibility of the FAA.

OR

Building and premises are exempt from ABAAS as described below.

____ Facility is unmanned.

____ ABAAS waiver from GSA Administrator on file.

____ Other (Explain using pertinent ABAAS exemption).

LESSOR:

Date:

Contracting Officer

Date:

Real Estate Guidance:

Section 2.6.16 : Rural Development Act (RDA) Checklist .

Checklist for RDA

First consideration has been given to rural location

Rural location was selected

However: (check the appropriate reason a rural location was not selected)

Due to mission requirement, an urban location was selected.

Due to programmatic needs, an urban location was selected.

Consideration to rural area location is not applicable for air navigation facilities (unmanned or on-airport) where site selection is critical to meet technical mission requirements.

Real Estate Guidance:

Section 2.6.14 : Space Requirements Questionnaire .

The purpose of this questionnaire is to gather as much information as possible at the beginning of the space planning process. The first part of this questionnaire helps the user establish their space requirements. It should serve as a guide for the user group in determining space requirements for new space, altering/re-configuring and/or adding to existing space.

The second part of this questionnaire will also help the real estate/procurement personnel in obtaining the best possible space to lease for all new requirements. Some of the requested technical information (which will not apply in all procurements) can be obtained from the manufacturer or supplier of the related item (i.e. BTU's, floor load, weight).

If you have any questions or desire assistance in completing any portion of this form, contact the Real Estate Contracting Officer (RECO) named below.

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1. Critical
 2. Important
 3. Convenient
 4. No adjacency required
- D. Identify SUPPORT AREA facilities as desired, or required, to be provided in the Department and indicate your requirements for those facilities (See attached questionnaire).
1. Shared workstations
 2. Shared work areas
 3. Reception area
 4. Storage area/room
 5. Filing area/room
 6. Library
 7. Team/Conference rooms (departmental use only)
 8. Computer/ADP room
 9. Mail area
 10. Copy area
 11. Supply area
 12. Coffee station
 13. Coats

3. ORGANIZATIONAL CRITERIA

- A. Function
 1. Teams
- B. Aesthetics
- C. Degree of flexibility
 1. Moveable walls
 2. Systems furniture
 3. Modular furniture
- D. Open/closed offices
- E. Other

4. WORKSPACE REQUIREMENTS

- A. Workspace Categories
 1. Functional needs
 - a. Private/enclosed offices (PO)
 - b. Semi-private offices (SPO)
 - c. Partial-height partitioned workstations (PHWS)
 - d. Workstations (WS)
 - e. Open areas, Shared/Support area – no enclosures (O)
- B. Workstation Requirements
 1. Worksurfaces
 2. Storage
 3. Display surfaces

- 4. Accessories
- 5. Lighting
- 6. Acoustical treatment
- 7. Special requirements
- 8. Other

SECTION B: PROGRAMMING QUESTIONS

A. Private Offices/Workstations

1. Workspace Privacy required? _____ Full? ___ Partial?

 Conference required? _____ Seating

 Visitor chair? _____ Quantity

 Acoustics required?

 Would you like writing and tackable surface? __
 Would you need tools and accessories?

 Other _____
2. Filing What type of filing do you have? Letter

 Legal. _____ Linear footage*
 (letter) _____
 Linear footage*(legal)

 File types – lateral/vertical/X2s?

 Automated or retrieval filing units? _____
 Quantity __
3. Storage Any books/binders?

 Provide linear footage.*

 Can current books/binders be collocated in
 shared reference area?

4. Miscellaneous Do you utilize a computer, printer, fax machine

or modem?

Provide sizes

Do you require dedicated and/or secured phone
and fax lines? _____Specify

* Please type all responses. Linear footage calculation is actual linear dimension of items. This will be discussed during the programming meeting, if needed.

B: Shared/Support Areas

1. Shared Workstations

How many? _____
What are their functions? _____
For use by Interns? _____How many? _____

For use by Contractors? _____How many? _____
For equipment use? _____Fax? _____

Scanner? _____Desk top Laser printers? _____
How many? _____
Staplers? _____Hole puncher? _____ Paper cutter? _____

2. Shared Work Areas

Team Area? _____Type? _____

Who needs access? _____
How many? _____Display? _____
For equipment use? _____Type? _____
How many? _____
Storage required? _____Type? _____
Conference? _____Seating? _____

3. Reception Area

Sofa? _____How many? _____
Side chair? _____How many? _____
End tables? _____Coffee table? _____
Lamps? _____

4. Storage

Size? _____How many? _____

Who needs access? _____ Use frequency? _____
Binders? _____Manuals? _____Types _____
Books? _____Sizes. _____ Linear feet.

11. Supply Area Who needs access?
Secured? _____ How many?
Supply types. _____

Shelves or X2s? _____
Supply cabinets? _____ Secured? _____
12. Coffee Station Who needs access? _____ Refrigerator? _____
Coffee machine? _____ Microwave? _____
Quantity of each type _____
H₂O storage? _____ Quantity _____
13. Coats Locations _____ How many? _____

* Linear footage calculation is actual linear dimension of items. This will be discussed during the programming meeting, if needed.

C: Equipment

1. Computer Areas Any shared desk top publishing units? _____
Qty _____
Information access terminals? _____ Qty

Who needs access?

Dimensions? _____ Desk or tower CPU?

2. Microfiche Units Are they required?
_____ Qty. _____
Who needs access? _____
Need storage for microfiche? _____
Size of microfiche. _____
3. Scanners Who needs access? _____ Qty

Is a computer attached or needed?

Is a printer attached or needed?

Size of scanner. _____

4. Fax machines Who needs access? _____ Qty _____
 Who monitors? _____ Dimensions _____

 Do any need secured lines? _____
 Storage requirements for paper?

5. Laser printers Desk top or freestanding w/ bases and high
 output models? _____ Amps or Voltage _____

 Dedicated outlets? _Special
 outlets? _____
 Type? _____ Dimensions _____
 Specify by manufacturer.

 Storage for paper and toner required?

6. Copiers Manufacturer _____ Qty _____

 Amperes or Voltage _____

 Dedicated outlets? ___Special
 outlets? _____
 Type? _____ Dimensions _____
 Air circulation vents location.

7. Shredders Assigned to whom? _____ Quantity _____

 Manufacturer _____ Dimensions _____

 Dedicated outlets _____ Amps or Voltage _____

 Special outlets _____

PART II: REQUIREMENTS FOR NEW SPACE (LEASED)

Section A: General

1. REQUIREMENT LOCATION (CITY/STATE):
2. ON OR OFF AIRPORT: _____
3. DELINEATED AREA if off airport (the area in which you must locate--use streets as boundaries). Your

Real Estate Contracting Officer can assist you in developing your delineated area.

4. Required Occupancy Date:

5. Is Future Expansion Anticipated? ____ When? ____ How Much? ____

6. Is Future Downsizing Anticipated? ____ When? ____ How Much? ____

7. Maximum Lease Term: () 5 Years () 10 Years () Other (Specify)

8. TOTAL NUMBER OF OCCUPANTS: _____

9. A STAFFING PLAN IS REQUIRED

9a. Plan is attached _____ Plan will be submitted by (date) _____

9b. Gender Breakdown (needed to determine toilet facility requirements).

Male

Female

9c. Is there a second or third shift? () Yes () No

9ca. If Yes, please identify the number of employees on each shift:

9d. Will multiple occupancy work stations be used? () Yes () No

Section B: Location Within Building

1. Must your space be located on a particular floor? If so why?
2. Must your space be located on one floor only? If so why?
(applies to large blocks of space)
3. Must your space be located in one contiguous block without being split by a public corridor?
(applies to large blocks of space) If so why?
4. Must your space be on contiguous floors only? If so why?
(applies to large blocks of space)
5. In multi-FAA tenant buildings, identify other Divisions you must be located near and explain why:

-

Section C: Parking/Transportation

1. How many parking spaces will be required for official use vehicles?
(Parking for employees is not authorized except as required by local codes).
2. Is "reserved" signage required? () Yes () No
3. Is fenced or secured parking required? () Yes () No
4. Is bus service required? () Yes () No
5. If Yes, how close to the nearest bus stop? _____
6. Will a loading dock be required? () Yes () No
7. What size trucks will it have to accommodate? _____

8. Will a freight elevator be required? () Yes () No
9. Briefly describe warehouse operation requiring loading dock & freight elevator.

Section D. Services And Utilities

1. What are your normal hours of operation?(i.e. 10/11 hours, days, weekends, etc.)

2. Is daytime janitorial required: () Yes () No
3. Will overtime access and utilities be required? () Yes () No
If Yes, what frequency? _____

-

Section E. Firesafety

1. Do you have any special fire safety requirements? () Yes () No
If Yes, outline below. If more space is needed, attach a separate sheet:

-

Section F. Security

List special security requirements (if any) such as location within building, slab to slab walls, vaults, special guard requirements, special locks*, internal locks, alarm systems, security cameras, card access, etc.:

Section G. Telecommunications

(A copy of this form will be forwarded to telecommunication specialist by the Real Estate Contracting Officer.)

Local Telecommunications Point of Contact:

Name: _____ Phone: _____

Alternate: _____ Phone: _____

lines support it) _____

Are you aware of any Regional or National programs being implemented that may affect your current provisioning? For example, staffing increases.

Remarks: _____

DATA (Lines)

Existing:
Do you have ADTN2000 Access?

New:

Is it dial-up or dedicated? _____

Do you have modem lines? _____

How many? _____

How are they used?

(What applications are they used for or what computer systems/Hosts you access)

Do you have a LAN? _____

Are all users connected to the LAN? _____

Do you have fax lines? _____

How many? _____

Do you share lines between machines?
(Does a computer and fax share dialtone)

Remarks: _____

DATA (Equipment)

Existing:

Any equipment onsite providing dedicated ADTN2000 access? (Routers, CSU/DSU, UPS etc.)

New:

If so, rack mounted or floor space used? _____

Modem Equipment? _____
What speeds? _____

Are modems on individual PC's or "pooled"? _____

Do you currently fax via machine or PC? _____

Do you have users with portable equipment that use dialup access to other offices or applications? _____

Remarks: _____

Are you aware of any Regional or National programs that may affect your current provisioning? For example, are you aware of applications that currently are desktop but are planned for remote access or higher speeds?

-Other Telecommunications Issues-

1. Any requirement for pay phone access? _____
2. Any telecommunications required related to Safety? (Fire Alarm circuit, Voice Calls from Elevator, etc.) _____

UNITED STATES OF AMERICA	
BY _____ Officer _____	_____ Contracting
(Signature)	(Official Title)

Real Estate Guidance :
Section 2.6.12 : Space Solicitation Information .

FAA SOLICITATION FOR REAL PROPERTY
INSTRUCTIONS AND PROCEDURES
PART I - DESCRIPTION OF REQUIREMENTS

The Federal Aviation Administration desires to lease first class office space within the boundaries listed below.

Location:

East

West

South

North

In (City/County), (State).

Type And Amount

Space offered must be in a quality building of sound and substantial construction and conform or be capable of being altered to conform with the requirements set forth herein. All space will be measured in occupiable square feet, unless indicated otherwise.

Office:

Storage:

Other:

Reserved Parking Spaces:

The right to use appurtenant areas and facilities is included.

The FAA estimates a need for (Number) linear feet of finished and painted ceiling-high partitions, which includes (Number) interior doors. These partitions shall have low sound transmission, flamespread, and smoke development properties, as further defined in the attached requirements. Demolition of existing

improvements necessary to satisfy the FAA's layout shall be done at the lessor's expense.

Term Of Lease

The lease term is for (year(s)) with the FAA having the option to renew for (number) additional years. The FAA may terminate the lease at anytime on or after the (number) (year/month).

Occupancy Date

Occupancy is required within (number) calendar days from the date of award. The FAA will deliver layout drawings and necessary finish selection to successful offeror within (number) days after award.

Offer Acceptance Period

Offers are due by (Date), and must remain open for (Number) days.

Offers are to be sent to the Contracting Officer: (Name)

Federal Aviation Administration

Logistics Division (XXX-XX)

1234 Flight Street

Xxxxxxx, XX XXXXX

(xxx)xxx-xxxx

The offeror will complete the "Proposal To Lease Space" based on the attached requirements.

Selection For Award

The offer that represents the most advantageous solution, as determined by the FAA, will be selected for direct negotiations and/or award.

Unsuccessful offerors will be notified as soon as practical after an award is made.

PART II - COMPLETING THE PROPOSAL

Instructions for "Proposal To Lease Space"

Section I: Give name and address of building. Building description refers to general construction type such as brick. Show total number of floors within the building. Indicate number of square feet in your building utilizing your commercial method of measurement on the line for "Total Rentable Square Feet". Total Occupiable Square Feet is optional.

Definition: Occupiable Space

"Occupiable Square Feet" is the method of measurement for the area for which FAA will pay a square foot rate. It is determined as follows:

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

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

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

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

Section II: Indicate the amount of space to be offered to the FAA under the appropriate heading (e.g., Office, Storage, Special, Parking). Total occupiable square feet offered in the sum of office, storage, special, and excludes parking. The composite rate per square foot is computed as follows:

(Total Occupiable Square Feet Offered) divided by the (Total Annual Rent).

Total annual rent includes parking, services, or other items that will be included within the annual rental, for the space offered

Section III: The "Initial Term: Rate" is the composite rate per square foot for the initial term of the lease, prior to any renewals.

Note: Lease terms that are other than those requested by the FAA may not be considered.

Section IV: This section must be completed and signed. This offer must be signed in order to be considered.

Lessor. s Annual Cost Statement

If the "Lessor. s Annual Cost Statement" is attached it must be completed in accordance with the attached instructions.

PART III - GENERAL

General Safety and Environmental Requirements:

Buildings in which space is offered for lease may be evaluated by the FAA to determine whether or not an acceptable level of safety is provided. This evaluation will consider the potential for loss of life, loss of federal property, and business interruption. Potential for fire growth and spread, as well as the building's capability to resist the effect of fire, may be evaluated. In addition, the building's environmental quality will be considered, including, for example, indoor air quality, the presence, location, and condition of asbestos in the space, and levels of radon in the air. Offerors shall assist the Government in its assessments and detailed studies by making available information on building operations and providing access to space for assessment and testing.

Code Violations:

Space offered must have a valid occupancy permit issued by the local jurisdiction prior to Government occupancy.

Real Estate Guidance :

Section 2.6.10 : Space Market Survey Form (use a separate form for each property survey).

MARKET SURVEY - SPACE				DATE
I. REQUIREMENTS			II. BUILDING SURVEYED	
1. DELINEATED AREA	2. OCCUPIABLE SQUARE FEET REQUIRED		6. BUILDING NAME AND LOCATION	
3. CUSTOMER			7. OWNER OR AGENT NAME AND ADDRESS	
4. SPECIAL REQUIREMENTS (If any)			8. TELEPHONE NO. OF OWNER/AGENT: ()	
			9. SPACE AVAILABLE	
			A. FLOOR(S)	B. AMOUNT (Rentable Sq. Ft.)
5. SELECTION FACTORS OTHER THAN PRICE (If applicable)			10. NEIGHBORHOOD DESCRIPTION	
III. ASKING PRICE AND TERMS				
11.	A. PER ANNUM	B. PER SQ. FT.	C. MEASUREMENT USED FOR QUOTE	<i>Place PHOTOGRAPH Here</i>
	\$	\$		
12. SERVICES INCLUDED IN RENT	" FULL " PARTIAL (State below is excluded.)		that	
13. TENANT IMPROVEMENTS INCLUDED IN RENT				

14. COMMENTS		
IV. DECISION TO CONSIDER FOR NEGOTIATION		
15. " WILL CONSIDER THIS BUILDING FOR NEGOTIATION. IT MEETS OR CAN MEET THE REQUIREMENTS OF THE CUSTOMER.		
16. " WILL NOT CONSIDER THIS BUILDING FOR NEGOTIATION. IT DOES NOT MEET OR CANNOT MEET THE REQUIREMENTS OF THE CUSTOMER FOR THE FOLLOWING REASONS:		
17. THE CLIENT AGENCY REPRESENTATIVE PRESENT ON THE MARKET SURVEY		
" AGREES WITH THE ABOVE DECISION. " DOES NOT AGREE WITH THE DECISION BECAUSE:		
18A. SIGNATURE OF CUSTOMER REPRESENTATIVE	18B. TITLE OF CUSTOMER REPRESENTATIVE	18C. DATE
19A. SIGNATURE OF FAA REAL ESTATE REP.	19B. TITLE OF FAA REAL ESTATE REPRESENTATIVE	19C. DATE

FEDERAL AVIATION ADMINISTRATION

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V. BUILDING DESCRIPTION			
ITEM	CONDITION	YES	NO
20. GENERAL	Check which condition applies: A. NEW _____ B. OLDER, WELL MAINTAINED _____ C. OLDER, POORLY MAINTAINED _____		
21. BUILDING ASSET INFORMATION	A. Estimated FMV of Building to be leased \$ _____ B. Age of Building _____ C. Major renovation/refurbishment? (Y/N) _____ If Y: Date of renovation _____		
22. TRANSPORTATION ACCESS	A. PARKING AVAILABLE ON SITE B. PUBLIC PARKING IN VICINITY C. SERVED BY PUBLIC TRANSPORTATION		
23. INTERIOR WALLS	A. TYPE " DRYWALL " OTHER (Specify) " PLASTER		

	B. ACCEPTABLE COVERING IN OFFERED AREA				
24. LIGHTING	A. ADEQUATE IN PUBLIC AREAS				
	B. ADEQUATE IN WORK AREAS				
25. CEILINGS	A. UNIFORM HEIGHT (8' to 11')				
	B. SUSPENDED				
	C. FINISH	" ACOUSTICAL " OTHER (<i>Specify</i>)			
		" PLASTER			
		" TILE			
26. WINDOWS	A. IN SPACE	" FIXED	B. COVERING	" BLINDS " OTHER (<i>Specify</i>)	
		" CAN OPEN		" DRAPES	
27. FLOOR COVERING	A. TYPE	" CARPET " OTHER (<i>Specify</i>)			
		" VINYL			
	B. EXISTING ACCEPTABLE FOR OCCUPANCY				
28. RESTROOMS	A. SEPARATE FACILITIES FOR WOMEN AND MEN ON FLOOR(S) OFFERED				
	B. EXISTING ACCEPTABLE				
29. DRINKING FOUNTAINS	EXISTING ACCEPTABLE				
30. ELEVATORS	A. TYPE	" PASSENGER " FREIGHT			
		B. CURRENT CERTIFICATE OF INSPECTION			
31. HEATING	A. TYPE	" CENTRAL " INDIVIDUAL UNITS			
		B. FUEL	" OIL " GAS		
	" ELECTRIC " OTHER (<i>Specify</i>)				
32. AIR CONDITIONING	TYPE	" CENTRAL " INDIVIDUAL WINDOW UNITS			
33. ACCESSIBLE TO HANDICAPPED	A. ROUTE TO AND WITHIN THE BUILDING				
	B. ENTRANCE AND ELEVATORS				
	C. DRINKING FOUNTAINS AND RESTROOMS				
34. Able to Register in CCR and for EFT? (A minimum requirement)					
35. COMMENTS					

Real Estate Guidance :
Section 2.6.9 : Small Space Lease Form .

FEDERAL AVIATION ADMINISTRATION

SMALL LEASE FOR REAL PROPERTY

LEASE NUMBER

DTFA__-__-____

Date of Lease:_____

1. THIS LEASE (9/98), entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises:

3. TERM (1/01) - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a.Option(s) to Extend Term (7/07) -The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$ _____ per _____ will be payable to the LESSOR in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic

funds transfer is made. Rent for a period of less than a _____ will be prorated.
Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

ELECTRICITY

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL - Daily

CHILLED DRINKING WATER

HVAC 68 to 74 DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.

GROUND MAINTENANCE

WINDOW WASHING Frequency washed twice yearly.

CARPET CLEANING Frequency daily vacuuming and shampooed twice yearly.

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior

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to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)

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

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington,
DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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

the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. PROTEST (11/03)

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

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington,
DC 20591

Telephone: (202) 267-3290; or

Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

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

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

g. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

h. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

m. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

DEFAULT BY LESSOR (10/96)

COMPLIANCE WITH APPLICABLE LAWS (10/96)

OFFICIALS NOT TO BENEFIT (10/96)

COVENANT AGAINST CONTINGENT FEES (8/02)

ANTI-KICKBACK (10/96)

EXAMINATION OF RECORDS (10/96)

ASSIGNMENT OF CLAIMS (10/96)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

INTEGRATED AGREEMENT (10/96)

EQUAL OPPORTUNITY (10/96)

AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM
ERA VETERANS (10/96)

AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)

SEISMIC SAFETY FOR EXISTING BULDINGS (1/07)

CCR (10/06)

EFT(10/06)

8. ATTACHMENTS (8/02) -

X See herein attached - Attachment A

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

9a. NAME AND TITLE OF LESSOR/OWNER (<i>Type or Print</i>)	9b. SIGNATURE OF OWNER	9c. DATE
		(10/96)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF

THE UNITED STATES OF AMERICA

UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE
		(10/96)

ATTACHMENT A

for Small Lease

Lease Number

DTFAGL-__-__-____

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

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

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (8/02)

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

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

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

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

B2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the LESSOR will comply with all NFPA standards regarding use of and safety requirements for the use of halon.

B3-Indoor Air Quality (8/02)

The LESSOR will control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased premises will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation will be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. The FAA HVAC Checklist will be reviewed with the Preconstruction checklist at the preconstruction meeting.

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

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

B4-OSHA Requirements (10/96)

The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B5-Radon (10/96)

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

B6-Refrigerants (8/02)

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The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B7-Warranty Of Space (8/02)

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

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

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

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

(e) Definitions.

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

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

remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION C MISCELLANEOUS

C1 - Non-Restoration (10/96)

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

C2 Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

V. SECTION D SECURITY REQUIREMENTS

D1 Facility Security

D1a - Security requirements for Government occupied space must meet minimum security accreditation standards for the type of facility covered under by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The LESSOR will provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

(List security requirements)

Contact your local Servicing Security Element (SSE) or if located in HQ, contact ASI.

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

D1b - Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals

(1) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to the Lessor or to individual(s) employed or hired by the lessor to perform services. Immediately upon completion or termination of the lease, the Lessor will return all such Government-issued items to the issuing office with notification to the RECO, or designee. When individuals who have been issued such items are terminated or are no longer required to perform work, the Government-issued items will be returned to the Government within three (3) workdays. Improper use, possession or

alteration of FAA issued keys, ID cards, access control cards is a violation of security procedures and is prohibited.

(2) In the event such keys, ID cards, vehicle decals or access control cards are not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the lease, withhold fees to cover the cost of replacement for each key, ID card, vehicle decal and access control card not returned. If the keys, ID cards, vehicle decals, or access control cards are not returned within 30 days from the date the withholding action was initiated, the Lessor will forfeit any amount so withheld.

(3) Access to aircraft ramp/hangar areas is authorized only to those individuals displaying a flight line identification card and for vehicles, a current ramp permit issued in accordance with 49 CFR 1542.

(4) The Government retains the right to inspect, inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the Lessor or individual(s) employed or hired by the lessor to perform services in connection with the lease at the convenience of the Government. Any items not accounted for to the satisfaction of the Government will be assumed to be lost and the provisions of subparagraph (3) above will apply.

(5) Keys and access control cards will be obtained from the RECO, or designee, who will require the Lessor, or individual(s) employed or hired by the Lessor to perform services, to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards will immediately be reported concurrently to the RECO, or designee, and the (RECO, or designee, to insert name of SSE staff and facility management office)

(6) Each individual(s) employed or hired by the Lessor, during all times of on-site performance at the Government-leased facility, will prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(a) Individual(s) employed or hired by the Lessor to perform services under this lease will submit complete documentation required under E2a, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, below, and be authorized by the SSE to begin work prior to obtaining any ID media or vehicle decals.

(b) To obtain the ID card, each individual will submit a DOT 1681 Form, signed by the individual and authorized by the RECO, or designee. The DOT 1681 will be submitted at the same time the documentation outlined in E2a, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, below is submitted. The DOT 1681 will contain, at a minimum, under the "Credential Justification" heading, the name of the Lessor, the lease number or the appropriate acquisition identification number, the expiration date of the lease or the service (whichever is sooner), and the required signatures. This paperwork will be submitted to [RECO, or designee, to insert the name and location of the SSE staff] by the Lessor in a sealed envelope either hand carried by the Lessor or sent via

U.S. mail to: [RECO or designee to insert mailing address]. The Lessor will be notified when the DOT 1681 has been approved and is ready for processing by the [RECO, or designee, to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting [RECO, or designee, to insert point of contact with phone number].

(c) The Lessor will receive and sign for each ID card issued on the reverse of the DOT 1681. The Government, for accountability purposes, will track the DOT 1681.

(7) The Lessor is responsible for ensuring final out-processing is completed for all departing individuals employed or hired by the Lessor. Final out-processing will be completed by close of business the final workday for all individual(s) employed or hired by the Lessor or the next day under special conditions. Contractor employee clearance forms, (RECO, or designee, to insert name of local contractor employee clearance form), will be completed by the Lessor for each individual(s) employed or hired by the Lessor to perform services, and copies will be distributed to the RECO, or designee, and the SSE, (RECO, or designee, to insert SSE staff) upon completion of such forms.

D2 Personnel Security

D2a -Suitability Requirements for Individual(s) Employed or Hired by the Lessor

(1) The Lessor will provide a level of security, which reasonably deters unauthorized access, loitering, or disruptive acts to the premises leased by the government at all times.

(2) When the Lessor provides services under the terms of this lease, (e.g., janitorial, construction, maintenance, property management, or alterations/repair services), the Government may conduct background investigations of individual(s) employed or to be hired by the Lessor to perform such services.

(3) Individual(s) will not be permitted unescorted access to provide services in or upon the leased premises until the SSE has received the documentation outlined in subparagraph (4), (a), (b), and (c), below and provided written authorization for the individual(s) to begin work.

(4) No later than ten (10) calendar days after the effective date of this lease, (or the effective date of Supplemental Lease Agreement [SLA] or modification if this provision is included by SLA or modification to an existing lease), the Lessor will submit the following documentation for all individual(s) employed or hired by the Lessor for whom unescorted access to facilities, systems, and information is required. Such documentation will be submitted to the Government representative as designated by the Real Estate Contracting Officer (RECO), or designee, for suitability determination.

(a) A completed FBI Fingerprint Card, FD-258. The SSE will provide information pertaining to the location of fingerprint facilities. The fingerprint card will be printed in black ink or typewritten with all questions completed and is to be signed and dated by the applicant. The Lessor will be responsible for all expenses associated with fingerprinting;

(b) A completed Identification Card/Credential Application, DOT Form 1681, with appropriate picture of applicant; and,

(c) Questionnaire for Public Trust Positions, Standard Form 85P, will be completed and signed by the applicant in accordance with applicable instructions.

(5) The Government will notify the Lessor when individual(s) employed or hired by the Lessor have been approved for unescorted access to the facilities, systems, or information.

(6) The Lessor and all individuals employed or hired by the Lessor will display a Government issued identification badge when visiting or providing services in or upon the leased premises and will abide by all facility security measures as required by the Government.

(7) The Lessor will submit the documentation required in subparagraph (4), (a), (b), and (c) of this Clause for any new individual(s) employed or hired by the Lessor to perform services under this lease. Such information will be submitted to the Government within ten (10) calendar days of employment and/or hiring by the Lessor.

(8) The Lessor will immediately remove from the leased premises any individual(s) employed or hired by the Lessor to perform services under this lease when the Government has determined such individuals to be unsuitable for continued access to the leased premises.

(9) Exemptions from Suitability Requirements

(a) Certain positions may be determined by the Government to be exempt from background investigative requirements. However, individual(s) employed or hired for such positions will be escorted at all times while in or upon the leased premises by FAA personnel located on-site or by an individual(s) employed or hired by the lessor, who has been properly investigated, favorable adjudicated, and authorized to provide escort services.

(b) When the Government determines any positions(s) to be exempt from investigative requirements, individuals employed in such positions are not required to complete the documentation as specified in subparagraph (4), (a), (b), and (c) of this Clause.

D2b - Reporting Requirements

(1) The Lessor will submit an initial report (to coincide with the effective date of this lease) and subsequent quarterly reports (throughout the term of this lease), providing the following information to (RECO, or designee, to fill in as appropriate) with a copy to (RECO, or designee, to fill in as appropriate), on or before the fifth day following each reporting period: A complete listing by full name, in alphabetical order, with the date of birth, place of birth (city, state, country), and position title of all individuals employed or hired by the lessor who will have or may require access to the leased premises during the reporting period.

(2) The Lessor will notify the Government within one (1) day upon termination of any individual(s) employed or hired by the Lessor to perform services under this lease.

D2c - Foreign Nationals Employed or Hired by the Lessor

(1) Each individual(s) employed or hired by the lessor to perform services under this lease will be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Immigration and Naturalization Service that employment will not affect his/her immigration status.

(2) Aliens and foreign nationals employed or hired by the lessor to perform services under this lease must have resided within the

United States for three (3) years of the last five (5) years unless a waiver of this requirement has been granted by the SSE in accordance with FAA regulations.

D3 - Sensitive Unclassified Information

D3a - The FAA will have the right to require special handling instructions for those lessors requiring access to Sensitive Unclassified Information (SUI), For Official Use Only (FOUO), Sensitive Security Information (SSI), or designee assigned by the Federal Government to identify unclassified information that may be withheld from public release. Contact the local FAA Servicing Security Element (SSE) or in Headquarters, the Office of Security and Investigations, Internal Security Division, ASI-100 for the minimum standards to mark, store, control, transmit, and destroy sensitive information.

D3b - Sensitive information will be restricted to specific lessors who:

- (1) have a need to know to perform contract tasks;
- (2) who meet personnel suitability security requirements to access sensitive information; and
- (3) who successfully complete a non-disclosure agreement (NDA).

D3c - The contractor will develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, will address:

- (1) steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) procedures for protecting against co-mingling of information with general contractor data systems/files;
- (4) procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) procedures for the reproduction of;
- (6) procedures for reporting unauthorized access; and
- (7) procedures for the destruction and/or sanitization of such material.

Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form .

**FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY LEASE
NUMBER
DTFA__-__-_____**

Section 1 – Space Lease

1. THIS LEASE, entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

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

3. TERM - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a. Option(s) to Extend Term -The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$ _____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT ONLY _____ DEG

ELECTRICITY

SPECIAL POWER – NOTED BELOW

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL

CHILLED DRINKING WATER

HVAC - _____ DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES

GROUND MAINTENANCE

WINDOW WASHING – Frequency _____

CARPET CLEANING – Frequency _____

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

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PAINTING – Frequency _____ Space
Frequency _____ Public Areas
OTHER (SPECIFY) _____

Section 2 - GENERAL CLAUSES:

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause. (2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within _____ days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

Work or services;

Facilities or space layout; or

Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

An equitable adjustment in the rental rate;

A lump sum equitable adjustment; or

An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal

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

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

7O2. PROTEST (11/03)

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

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

(c) Protests shall be in writing and shall be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protestor knew or should have known of the grounds for the protest; or

(ii) If the protestor has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

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7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

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

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

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

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

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

(e) Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

2 If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

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

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

7Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))
The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

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

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

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

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.)

This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

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

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number:

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

(g) Changes

(1) Name or Ownership Changes

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

a) Change the name in the CCR database;

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested

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

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

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

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

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

7Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

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

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

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

DUNS OR DUNS+4 NUMBER: _____

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

7Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information

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including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

7Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT’S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

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

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

COMPLIANCE with LIFE SAFETY

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

LESS THAN LIFE SAFETY

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

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

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT’S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer’s certification.

During the design and development stages of construction, all design and engineering documents, including

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

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

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

7CC. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Section 3 - Closing

NOTICES -

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

XXXX Location

Address

City, State, Zip Code

FEDERAL AVIATION ADMINISTRATION

ATTN: Real Estate, XXX-XX(SYMBOL)

Address

ATTACHMENTS -

See herein attached - Attachment A

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

9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i>	9b. SIGNATURE OF OWNER	9c. DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE

Real Estate Guidance :

Section 2.6.6 : Proposal to lease Space Format .

SFO No. _____

Proposal to Lease Space

Section I - Description of Premises

Building Name and Address: Building Description:

Number of Floors

Total Rentable Square Feet

Total Occupiable Square Feet _____

Section II - Space Offered, Initial Lease and Renewal Rental Rates

OFFICE

Floor	Rentable Square Feet	Common Area Factor*	Occupiable Sq. Ft.	<u>Initial Term,</u> Annual Rate per Occupiable Sq.Ft.	<u>Renewal Term,</u> Annual Rate per Occupiable Sq.Ft.

Total					
-------	--	--	--	--	--

STORAGE

Total					
-------	--	--	--	--	--

SPECIAL

Total					
-------	--	--	--	--	--

* Common Area Factor applicable for share of common areas if included in rentable Square Feet

PARKING

Number of spaces for building under control of Offeror		Number of parking spaces furnished for use by Government employees		If parking spaces are provided because of local law or regulation, and no charge for parking is intended, MARK HERE _____	If there is a charge for Government employee parking, show amount that will be charged for each parking space: \$ _____
<u>Inside/Outside</u>		<u>Inside/Outside</u>			
#	#	#	#		

Total Occupiable Square Feet Offered Overtime Rate/Hour

Composite Rate Per Square Foot Total Annual Rent

SERVICES AND UTILITIES INCLUDED IN RENT Full Partial (list those excluded below)

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SFO No. _____

Section III - Lease Terms

Initial Lease

Initial Term: Rate Term Length

Offer **GOOD** Until

Number of Days Notice to Terminate Lease

Number of Days Notice to Renew Lease

Space to be delivered within _____ calendar days from award.

Renewal Options

Renewal Periods: Rate Term Length No. of Renewal Options

List of Attachments

Floor plans for floors offered (including proposed corridor pattern for typical full and/or partial floor and any other information to demonstrate that they are within the occupiable range)

SFO and/or Attachments

DRAFT Lease

Lessor's Annual Cost Statement

Section IV - Owner Identification and Certifications

Recorded Owner Name and Address Owner Operates as

Individual

Partnership

Corporation

Taxpayer Identification Number

DUNS or DUNS + 4 Number (required for CCR registration and validation)

Offeror Name and Address Offeror's Interest in Property

Owner

Agent

Other (Specify)

The Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the

United States of America , the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.

Offeror Signature

Title

Date

Page 2 of 2 FAA Template No. 75 (6/06)

Real Estate Guidance :
Section 2.6.5 : Lessors Annual Cost Statement .

FEDERAL AVIATION ADMINISTRATION	1. REQUEST FOR LEASE PROPOSALS		2. STATEMENT DATE
LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached " <i>Instructions</i> "	3. RENTABLE (SQ. FT.)	3A. ENTIRE BUILDING	3B. LEASED BY GOV'T

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4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES
 FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) ENTIRE BUILDING	(b) GOV'T- LEASED AREA	(c)
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. SALARIES			
6. SUPPLIES (<i>Wax, cleansers, cloths, etc.</i>)			
7. CONTRACT SERVICES (<i>Window washing, waste and snow removal</i>)			
B. HEATING			
8. SALARIES			
9. FUEL (<i>"x" one</i>) OIL GAS COAL ELECTRIC			
10. SYSTEM MAINTENANCE AND REPAIR			
C. ELECTRICAL			
11. CURRENT FOR LIGHT AND POWER (<i>Including elevators</i>)			
12. REPLACEMENT OF BULBS, TUBES, STARTERS			
13. POWER FOR SPECIAL EQUIPMENT			
14. SYSTEM MAINTENANCE AND REPAIR (<i>Ballasts, fixtures, etc.</i>)			
D. PLUMBING			
15. WATER (<i>For all purposes</i>) (<i>Include sewage charges</i>)			

16. SUPPLIES (<i>Soap, towels, tissues not in 6 above</i>)			
17. SYSTEM MAINTENANCE AND REPAIR			
E. AIR CONDITIONING			
18. UTILITIES (<i>Include electricity, if not in C11</i>)			
19. SYSTEM MAINTENANCE AND REPAIR			
F. ELEVATORS			
20. SALARIES (<i>Operators, starters, etc.</i>)			
21. SYSTEM MAINTENANCE AND REPAIR			
G. MISCELLANEOUS (<i>To the extent not included above</i>)			
22. BUILDING ENGINEER AND/OR MANAGER			
23. SECURITY (<i>Watchmen, guards, not janitors</i>)			
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE			
25. LAWN AND LANDSCAPING MAINTENANCE			
26. OTHER (<i>Explain on separate sheet</i>)			
27. TOTAL	\$	\$	\$
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES			
28. REAL ESTATE TAXES			
29. INSURANCE (<i>Hazard, liability, etc.</i>)			
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT			
31. LEASE COMMISSION			
32. MANAGEMENT			
33. TOTAL	\$		\$
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.	34. SIGNATURE OF " OWNER " LEGAL AGENT		

TYPED NAME AND TITLE	SIGNATURE	DATE
34A.	34B.	34C.
35A.	35B.	35C.

Federal Aviation Administration

4/96

INSTRUCTIONS
FOR
LESSOR'S ANNUAL COST STATEMENT

In acquiring space by lease, it is the established policy of FAA to enter into leases only at rental charges which are consistent with prevailing scales in the community for comparable facilities.

ITEM NUMBER

1. Enter the Government lease or Request For Lease Proposals number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I

ESTIMATED ANNUAL COST

OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor. Carefully review the Request For Lease Proposals and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION I

ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

- 28. Include all applicable real estate taxes imposed upon the property.
- 29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
- 30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boilers, compressors, elevators, and roof coverings.
- 31. Enter any lease commission which you may be responsible for due to the Government leasing action.
- 32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34./35. Complete Lessor certification.

Real Estate Guidance :
Section 2.6.4 : Certification of Seismic Compliance .

CERTIFICATION OF SEISMIC COMPLIANCE

(For Existing Buildings or New Buildings)

Date: _____

I certify that the building at

q is exempt according to RP-6* Section 1.3 paragraph _____(attach documentation confirming exemption),

q is a benchmark building according to RP-6* Section 1.3.1(attach documentation confirming compliance),

q is in compliance with the LIFE SAFETY requirement according to RP-6* Section 3.1, (attach documentation confirming compliance) or,

q Building meets appropriate seismic provisions of _____

(IBC or local seismic building code)

edition of _____. (attach documentation confirming compliance).

(Date)

Name of person completing certificate

(Print name)

Signature of person completing certificate

License No. _____ Field of Practice

SEAL

Expiration Date:

Real Estate Guidance :
Section 2.6.3 : Attachment - A to Space Lease .

ATTACHMENT A

Lease Number

DTFA __ - __ - _____

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

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

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-

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removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

A4-General Health and Safety Standards (8/02)

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

A5-HVAC (10/96)

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

A6-Lighting (10/96)

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

A7-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least every five years. This includes moving and return of the furniture.

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

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide ** reserved off-street parking spaces located **. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction,

renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (7/09)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

A11-Window and Floor Covering (8/02)

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the Real Estate Contracting Officer however, prior to occupancy all carpeting and window covering shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

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

Replacement includes moving and return of furniture.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2-Pest Control (8/02)

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

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the rental consideration, the following:

Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures

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will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.

Electrical power to the premises for the operation of lights, communications equipment, and office machines.

Water (hot and cold) and sewer to leased premises.

Trash removal for leased premises.

B4-Utilities Not Provided By The Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the lessor will furnish the Real Estate Contracting Officer, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

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

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

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

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

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards

regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

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

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

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

C4-OSHA Requirements (10/96)

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

C5-Radon (10/96)

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

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

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

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right

to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

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

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

(e) Definitions.

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

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D2 - Condition Report (10/96)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

D3 - Contracting Officer's Representative (10/96)

The Lessor shall address all questions concerning this lease to ** who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4-Day to Day Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - Hold Harmless (10/96)

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

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

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

D10 - Interest For Late Payments (10/96)

If requested from the Lessor, the Government will pay an interest penalty when payment is not made within (30, 45, 60, 90, etc.)*** days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears

and will be due on the first workday of each month and only as provided for by the lease.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 need not be paid.

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

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

- (i) Name and address of the Lessor.
- (ii) Invoice date.
- (iii) Lease Number
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent

D11 - Janitorial Services (10/96)

The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary for that servicing. Listed below are the janitorial services to be provided and the frequency of those services.

Daily:

- a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
- b. Carpet sweep all carpeted areas, as needed.
- c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
- d. Clean toilets rooms, including toilets and soap containers. Furnish and maintain constant supply of deodorant material.
- e. Wash all drinking fountains.
- f. Refill hand sanitizer dispensers in common areas, where applicable
- g. In the restrooms:
 - 1. Clean restroom fixtures and chrome fittings.
 - 2. Clean and refill all dispensers (including deodorant material).

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3. Wet mop restroom floors.
4. Sanitize toilets, toilet seats, and urinals.
5. Spot wash walls, partitions, and doors.

2. Weekly:

- a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
- b. Damp mop, and buff all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly:

- a. Wash waste baskets.
- b. Damp mop and buff all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly:

- a. Wash waste baskets.
- b. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.
- c. Clean or wash walls as needed to present a neat appearance.
- d. Dust all ledges and flat surfaces within reach.
- e. Dust and clean all light fixtures.
- f. Dust and clean all venetian blinds.
- g. Wash restroom walls, partitions, and doors.

4. Semi-Annually:

- a. Wash all exterior office windows.

5. Once a Year:

- a. Strip old wax from all floor space and rewax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.
- b. Shampoo all carpeted floors.

D12 - Measurement For Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

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

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D15 - Operating Costs Escalator (10/96)

Beginning with the second year of the lease and each year after, Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

The amount shall be determined by multiplying the total first year's estimated costs of these items, as negotiated and established prior to the lease award, by the percent of change in the cost of living index from the base figure. The base figure shall be the index figure published for the month prior to the lease commencement date. The percent change shall be computed by comparing the base figure with the index figure published for the month, which begins each successive 12-month period. For example, a lease which commences in June of 1981 would have as the base figure the index published for May of 1981, and that figure would be compared with the index published for May of 1982, May of 1983, and so on, to determine the percent change. The U.S. Department of Labor Revised Consumer Price Index shall measure the cost of living index for Wage Earners and Clerical Workers, U.S. City Average, All Items figure, (1967=100) published by the Bureau of Labor Statistics. Payment shall be made with the monthly installment of fixed rent.

Rental adjustments shall be effective on the anniversary date of the lease. Payment of the adjusted rental rate shall become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.

If Government exercises an option to extend the lease term at the same rate as that of the original term, the option price shall be based on the adjustments during the original term. Annual adjustments will continue.

In the event of any decreases in the cost of living index occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

The base for the operating costs adjustment will be \$ _____

D16-Plans (8/02)

Thirty days after occupancy, lessor must submit a final set of hard copy as-built plans and reproducible floor plans in 1/8" scale depicting rented space and identifying entrances, exits, stairs, windows, partitions, closets, architectural, construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD

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program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be dwg format. All files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. The submitted disks shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operators shall demonstrate the submission on FAA equipment, if requested by the Real Estate Contracting Officer.

D17 - Progressive Occupancy (10/96)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

D18 - Tax Adjustment (10/96)

(a) The Government shall pay additional rent for its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). Payment will be in a lump sum and become due on the first workday of the month following the month in which paid tax receipts for the base year and the current year are presented, or the anniversary date of the lease, whichever is later. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the year of a full assessment.

(b) The Government's share of the tax increase will be based on the ratio of the square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.

(c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment of the rent shall become due on the first workday of the month following conclusion of the appeal proceedings.

(d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

D19 - Time Extensions (10/96)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Real Estate Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Real Estate Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

SECURITY REQUIREMENTS

E-1. Facility Security (Updated 4/09)

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

Contact your local Servicing Security Element (SSE) at _____ for a list of your security requirements.

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

E-2. Contractor Personnel Suitability Requirements (4/09)

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

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

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

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

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability

authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

[RECO insert appropriate Regional or Center information here or enter "none" if not applicable]

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

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

action to the CO and SSE.

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

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

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

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

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

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

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

VI. SECTION F - SPECIAL REQUIREMENTS (if applicable)

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

Certification of Seismic Compliance

FAA Safety and Environmental Certification Checklist

Vendor/Miscellaneous Payment Information Form

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Real Estate Guidance :
Section 2.6.2 : Antenna and Rack Space Template.

FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY
LEASE NUMBER
DTFA ___-___-_____

1. THIS LEASE (9/98), entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises _____ shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$ _____ per _____ will be payable to the LESSOR in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ will be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08)
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.

-ELECTRICITY
-SNOW REMOVAL
-GROUND MAINTENANCE
-OTHER SERVICES

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet

the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)

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

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)

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

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

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

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. INTERFERENCE (10/08)

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LLC CERTIFICATE

I, _____, certify that I am the _____ of the Limited Liability Company named in the attached agreement: that _____ who signed said agreement on behalf of the Limited Liability Company was then _____ of said company; that said agreement was duly signed for and in behalf of said Limited Liability Company by authority of its governing resolution, and is within the scope of its powers.

Signed _____ (Seal)

Real Estate Guidance :
Section 4.3.2 : Utility Service Checklist.

Utility Service Checklist

Contract #: _____ Location: _____ Facility: _____

Utility Company contact data (Place adhesive label on front of folder)

Section 1 – Utility Contract Documents	Required	Not Required	In File
Executed Utility Service by Application Document & Modifications Previous Utility Contract			

Section 2 – Financial Records	Required	Not Required	In File
PRISM Purchase Order Vendor Entry Worksheet PRISM Purchase Requisition PRISM Modification PRISM Request for Modification FPDS (Federal Procurement Data System) Form W-9 Form – Request for Taxpayer ID # & Certification Vendor Miscellaneous Payment Form/ACH (Automated Clearing House) Form			

Sections 3 & 4 – Correspondence/Communications	Required	Not Required	In File
Formal letters, memo's, E-mails			

Section 5 – Support Documentation	Required	Not Required	In File
REMS (Real Estate Management System) – data sheets (Optional)			
RETS (Real Estate Tracking System) Notes			
Single Source Justification			
Advertisement			
Negotiator's Report with Findings and Determination			
Inspection & Acceptance			
Legal review – Sole Source Acquisition >\$10,000; Total Value >\$100,000			
Legal Review – Deviation from Standard Lease Clauses			

Section 6 – Drawings/Misc.	Required	Not Required	In File
Record of Account #'s and/or Meter #'s			
Drawings			

File Review for Conformance to FAA Policy Standards: _____ Date: _____

Real Estate Guidance :

Section 4.3.1 : Utility Service Application .

Federal Aviation Administration	Contract NO.: DTFA**-**-U- *****
---------------------------------	-------------------------------------

UTILITY SERVICE BY APPLICATION	
Issuing Office:	Date Service Required: _____
	Type of Utility: _____
FAA, Real Estate and Utilities	
	Govt Owned: ___ Leased: _____
	Lessor: _____
Tel: () -	
It is requested that:	<u>Vendor name:</u>
	<u>Address:</u>
	<u>Tel: () -</u>

Furnish the Government the following described services at the lowest applicable rate during the fiscal year ending September 30, _____, and continuing thereafter until further notice, subject to the necessary appropriation being made by Congress each year.

Description of Services:
Service requirements:

PROVISIONS

1. NONRECURRING CHARGE:

Not Applicable.

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Applicable. There is hereby added to the utilities rate a nonrefundable, nonrecurring charge for the initiation of power to be paid by the Government in an amount not to exceed

\$ _____.

(10/96)

2. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (10/96)

3. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. (10/96)

4. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)

5. CONTRACT DISPUTES

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

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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

(d) Notwithstanding the above, issues limited to the setting and interpretation of: tariffed retail rates; tariff rate schedules; and tariffed terms applicable to this Contract are subject to regulation by and decisions of the (identify the utility rate commission here). Such regulatory issues shall not be considered to be contract disputes within the meaning of 49 USC 40110 (d)(4).(11/03)

6. PROTEST (11/03)

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

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

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

7. ADVANCE PAYMENT:

The government cannot make payment for services not rendered. Therefore, payment for nonrecurring, construction costs will be made upon completion and inspection of the work performed by the Utility. (10/96)

8. TARIFFS AND RATES:

Upon start of service, Utility shall provide the Government with 2 copies of its current tariffs and rates, and shall provide copies of modification to those rates which affect the Government. (10/96)

9. BILLING INFORMATION:

All Construction invoices, updated tariffs and rates shall be mailed to the following address:

Federal Aviation Administration

Real Estate and Utilities *

*

*

All monthly recurring billing shall be mailed to the following address:

Federal Aviation Administration, *

*

*

*

Bills should show meter readings, dates, applicable charges, et cetera.

(10/96)

10. PAYMENT BY ELECTRONIC FUND TRANSFER—REAL PROPERTY

(a) Method of payment.

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

1. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
2.
 1. Accept payment by check or
 2. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) *Contractor's EFT information.* The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT

information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information – Non-CCR". Any further reference in this clause regarding CCR to those granted an exception to CCR would refer to the clause, "Contractor Payment Information – Non-CCR".

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

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

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

paragraph (d) "Suspension of Payment" clause.

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

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

(j) *Payment information*. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.(10/06)

11. CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY

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

(a) Definitions. As used in this clause—

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

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

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

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

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

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

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(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, "Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property" the offerors DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number—

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who

are not registered will consider applying for registration immediately upon receipt of this solicitation.

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

(g) Changes

(1) Name or Ownership Changes

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

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

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

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

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

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.(10/06)

12. CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (a) Definitions. As used in this clause:

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

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

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

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration – Real Property". (10/06)

13. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR)

(a) In accordance with Clause "Central Contractor Registration – Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in Clause, "Contractor Identification Number –Data Universal Numbering System (DUNS) Number – Real Property"

(b) _____ / _____ (10/06)

Signature of Offeror

/Date

14. CONTRACTOR PAYMENT INFORMATION – NON-CCR (OCT-06): Delete this clause if CCR clauses 10 - 12 are used (Contractor required to use CCR).

(a) The Central Contractor Registration system the FAA’s required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government’s reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer – Real Property". (10/06)

15. FACILITIES CHARGES:

If Utility requires a facility charge be billed monthly, not relative to actual monthly usage, then Utility will provide the breakdown between monthly usage and facilities charges on the bill. (10/96)

CERTIFICATION OF UTILITY COMPANY

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Utility will certify in the space provided below the rates are fixed or adjusted by Federal, State or other regulatory body, and that this rate is the lowest applicable rate available to any customers under like conditions of service. Utility agrees to all conditions of this application, and upon execution, shall provide services as described above.

Company's Account No. _____ Meter No. _____

Applicable Rate Schedule _____

Name of Company: _____

By: _____ (Signature) Date: _____

Title: _____

FEDERAL AVIATION ADMINISTRATION	
Real Estate and Utilities *	

Real Estate Contracting Officer	
Date:	
Accounting and Appropriation Data	Recurring Charge: _____
	Non-recurring Charge: _____

SECTIONS EDITED:

Section 1.3 : Lease Forms:

Old Content: Real Estate Guidance :

Section 1.3 : Lease Forms: New Content: Real Estate Guidance :

Section 1.3 : Land Lease Templates

[Real Estate Templates](#)

Red Line Content: Real Estate Guidance :
Section 1.3 : ~~Lease~~Land ~~Forms~~Lease Templates

Section 2.6 : Space Forms

Old Content: Real Estate Guidance :
Section 2.6 : Space Forms New Content: Real Estate Guidance :
Section 2.6 : Space Lease Templates

[Real Estate Templates](#)

Red Line Content: Real Estate Guidance :
Section 2.6 : Space ~~Forms~~Lease Templates

Section 4.3 : Utility Forms

Old Content: Real Estate Guidance :
Section 4.3 : Utility Forms New Content: Real Estate Guidance :
Section 4.3 : Utility Templates [Real Estate Templates](#) **Red Line Content:** Real Estate Guidance :
Section 4.3 : Utility ~~Forms~~Templates
