2.5 Space Clause Matrix Revised 10/2014
2.5.1 Outgrant Clause Matrix Revised 10/2012

2.5 Space Clause Matrix Revised 10/2014

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

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

Legend:

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

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

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

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

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

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

CLAUSE TITLE	DATE OF CLAUSE	ANTENNA AND RACK SPACE LEASE	PRESCRIPTION
Affirmative Action for Special Disabled and Vietnam Era Veterans	10/96	O	Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972.
Affirmative Action For Disabled Workers	10/96	O	Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793.
Alterations	10/96	O	Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease.
Anti-Kickback	10/96	M by	Insert in all leases in accordance

		reference	with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58.
Assignment of Claims	10/96	M by reference	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Certification of Registration in SAM - Real Property	1/13	M by reference	Required on all cost leases, unless vendor is exempted from SAM. If RECO is referencing the clause they need to request the DUNS number from the lessor.
Compliance with Applicable Laws	10/96	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Contract Disputes Protest	11/03 11/03	M M	Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17.
Contractor Identification Number -"Data Universal Numbering System" (DUNS) Number	1/13	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.A-4 : System for Award Management (SAM). Note If vendor is determined to be exempt pursuant T3.3.1.A-4, and then exclude this clause from contract.
Contractor Payment Information - Non SAM	1/13	O	Insert in all leases where the CO has documented and granted an exception to use of SAM per provisions of Guidance Section 3.1.4.1 : System for Award Management (SAM). If this clause is used, delete the following clauses: “System for Award Management - Real Property”, “Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property”, and “Certification of Registration in System for Award Management (SAM)”.
Coordination	10/08	M	Mandatory for leases involving antenna and rack space

Covenant Against Contingent Fees	10/96	M by reference	Insert in all leases in accordance with 41 USC 254.
Damage By Fire or Other Casualty	10/96	M	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Davis Bacon Act	6/09	O	In accordance with 40 U.S.C. 276a et seq.), use for leases over $2,000
Default By Lessor	10/96	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Equal Opportunity	10/96	O	Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2.
Examination of Records	8/02	M by reference	Insert in all leases.
Failure In Performance	10/96	M	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Inspection	10/96	M by reference	Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.
Integrated Agreement	10/96	O	Insert in all leases to assert the lease agreement defines the agreements between the parties.
Interference	10/08	M	Mandatory for leases involving antenna and rack space.
Lessor's Successors	10/96	M by reference	This clause must be used to protect the lease rights of the Government in case of change in ownership of the property.
Maintenance Of The Premises	10/96	M	Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition.
No Waiver	10/96	M by reference	Insert in all leases to protect the Government from waiving any rights under this lease.
Officials Not To Benefit	10/96	M by reference	Insert in all leases in accordance with public contract law, 41 U.S.C. 22.

Payment by Electronic Funds Transfer	1/13	M by reference	Insert in all new "cost" leases, or bilateral modifications to existing leases IAW AMS “T3.3.1.A-3 - Electronic Funds Transfer” and RE Guidance “3.1.4.2 - Electronic Fund Transfer (EFT)”. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.A-3). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs.
Subordination, Nondisturbance and Attornment	1/14	M by reference	Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondistrubance and/or attornment.
System for Award Management - Real Property	1/03	M by reference	Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS “T3.3.1.A-3 - - System for Award Management (SAM)” and RE Guidance "3.1.4.2 - System for Award Management (SAM)”. SAM is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of SAM, use clause "Contractor Payment Information - Non SAM - Real Property”.
SECTION 3 – CLOSING			
Notices			
Attachments			
Name and Title of Owner			
Name of Contracting Officer			
Attachment A Clauses			
CLAUSE TITLE	**DATE OF CLAUSE**	**ANTENNA AND RACK SPACE LEASE**	**PRESCRIPTION**
Adhesives and Sealants	1/12	O	Insert in all leases. Any

			changes should be approved by service area environmental contact.
Adjustment For Vacant Premises	10/96	O	Insert in all leases to provide the Government with protection if use of space changes during lease term.
Ceilings	10/96	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Condition Report	4/12	O	Insert in leases where accepting space for occupancy.
Contracting Officer's Representative	10/96	O	Insert in leases where a COR is designated.
Day to Day Extension	8/02	O	This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority.
Display Advertising	10/96	O	Insert in leases where Government is sole occupant.
Doors	4/12	O	Insert in leases for door requirement.
Electrical Safety	4/12	M	Insert in all leases. Any changes should be approved by service area environmental contact.
EOSH	4/12	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Erection Of Signs	10/96	O	Insert in leases where signs are required.
Facility Security	4/12	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety	4/12	O	Insert in all leases to
Requirements			provide protection to the Government.
Floor Load	8/02	O	Insert in all leases. Regional engineer should approve any changes.

Grounds Maintenance	10/96	O	Insert in all leases where applicable.
Halon	4/12	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Hazardous Materials	4/12	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Hold Harmless	10/96	R	Insert in leases in accordance with Federal Tort Claims Act of 1948.
HVAC	4/12	O	Insert in all leases. RECO's should consult a service area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	Insert in leases.
Indoor Air Quality	4/12	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	Insert in all leases as needed.
Interest For Late Payment	4/12	O	The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease.
Janitorial Services	4/12	O	Insert in leases, which provide for janitorial services.
Landscaping	1/12	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.
Lighting	4/12	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Measurement For Payment	10/96	O	Insert in leases to determine the correct amount of space to pay rent on.
Non-Restoration	10/96	O	Insert in all leases unless specific restorations are negotiated.
Occupancy Permit	8/02	O	*This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space.

Operating Costs Escalator	10/96	O	Insert in lease where applicable.
OSHA Requirements	10/96	O	Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926.
Painting	4/12	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	Insert in leases where applicable.
Pest Control	4/12	O	Insert in all leases.
Plans	8/02	O	Insert in all new lease actions and any alterations/renovations.
Progressive Occupancy	10/96	O	Insert in all leases where applicable.
Radon	10/96	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycling	1/12	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Refrigerants	8/02	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms and Drinking Fountains	4/12	O	Insert in all leases.
Seismic Safety for Equipment	4/12	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Services and Facilities	4/12	O	Insert in all leases.
Tax Adjustment	4/12	O	Insert in all leases where applicable.
Time Extension	10/96	O	Insert in leases.
Unauthorized Negotiating	10/96	O	Insert in all leases.
Utilities Not Provided By The Lessor	4/12	O	Insert in all leases.
Warranty Of Space	4/12	O	Insert in all leases.
Window and Floor Covering	4/12	O	Insert in all leases.
Wiring For Telephones	10/96	O	Insert in leases.
Attachment B Clauses			
CLAUSE TITLE	**DATE OF CLAUSE**	**ANTENNA AND RACK SPACE LEASE**	**PRESCRIPTION**
Air Balance Report	10/12	O	Insert in leases where

			applicable.
Amortization Schedule	10/12	O	Insert in leases where applicable.
As-Built Floor Plans After Occupancy	10/12	O	Insert in leases where applicable.
Construction Schedule	10/12	O	Insert in leases where applicable.
Construction Schedule and Acceptance of Tenant Improvements	10/12	O	Insert in leases where applicable.
Construction of Tenant Improvements	10/12	O	Insert in leases where applicable.
Construction Waste Management	10/12	O	Insert in leases where applicable.
Construction Inspections	10/12	O	Insert in leases where applicable.
Design Intent Drawings	10/12	O	Insert in leases where applicable.
High Performance Sustainable Building (HPSB) Requirements	10/12	O	Insert in leases where applicable.
Lease Commencement	7/10	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Allowance in the Event of Cancellation	10/12	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Costs In Excess of The Allowance	10/12	O	Insert in leases where applicable.
Liquidated Damages	7/10	O	Insert in leases where applicable.
Measurement of Space	7/10	O	Insert in leases where applicable.
Occupancy Permit	10/12	O	Insert in leases where applicable.
Other Requirements	7/10	O	Insert in leases where applicable.
Progress Reports	7/10	O	Insert in leases where applicable.
Rent Commencement	7/10	O	Insert in leases where applicable.
Required Information Post Award: Green Label Certification for Sustainability Verification	10/12	O	Insert in leases where applicable.
Responsibility of the Lessor and Lessor's Architect/Engineer	10/12	O	Insert in leases where applicable.
Review of	10/12	O	Insert in leases where

Working/Construction Documents			applicable.
Tenant Improvements	10/12	O	Insert in leases where applicable.
Tenant Improvements Price Proposal Based on Construction Drawings	10/12	O	Insert in leases where applicable.
Walk-Through and Acceptance of Space	10/12	O	Insert in leases where applicable.
Work Performance	7/10	O	Insert in leases where applicable.
Working/Construction Drawings	7/10	O	Insert in leases where applicable.
FORMS			
CLAUSE TITLE	**DATE OF CLAUSE**	**ANTENNA AND RACK SPACE LEASE**	**PRESCRIPTION**
Vendor/Miscellaneous Payment Information Form	7/10	M	EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award.

2.5.1 Outgrant Clause Matrix Revised 4/2012

OUTGRANT CLAUSE MATRIX

CLAUSE TITLE	DATE OF CLAUSE	OUTGRANT LICENSE for Non-Feds	OUTGRANT PERMIT for FEDS	PRESCRIPTION
Anti-Kickback	Jan-07	M	O	Insert in all Outgrant License.
Assignment of Outgrant	Jan-07		M	The Outgrant Permit is not assignable to a third party.
Breach of	Jan-07	M	M	The Outgrant Permit can be terminated
Contract (Otherwise known as Cancellation)				or cancelled by the FAA.
Consideration (Cost)	Jan-07	M	M	Insert in all outgrants where “fee for use” is received. If outgrant (license or permit) need to put reimbursable number in parenthesis.
Consideration (No Cost)	Jan-07	M	M	Insert in all outgrants where we do receive “fee for use”.
Compliance	Jan-07	M	O	For clauses A5 and B1 in Outgrant License, licensee is required to comply

				with all conditions or restrictions.
Covenant Against Contingent Fees	Jan-07	M	O	Insert in all Outgrant License.
Damage	Jan-07	M	M	No FAA property shall be damaged by the outgrant licensee or permitee.
Environmental Liability (Permit) or (License)	Apr-12	M	M	Insert in all Outgrant licenses and permits. Use the appropriately labeled version for the License or the Permit. In the past, FAA has been held financially responsible for environmental clean-up of sites due to the deliberate acts of Permittees/Licensees on FAA controlled property. Consequently, FAA has determined that it is in the best interests of the Agency to require inclusion of this clause.
Governing Law	Jan-07	M	M	The Outgrant License and Permit shall be governed by Federal Law.
Indemnification	Jan-07	M	O	Outgrant Licensee and Permitee agrees to hold harmless the FAA, its officers, agents and employees.
Interference with Government Operations	Jan-07	M	M	This clause in Outgrant License is referred to "common impact to a FAA facility" (clause A6) and clause #4 for Outgrant Permit.
Laws and Ordinances	Jan-07	M	O	In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.
Hazardous Substances (Permit or (License)	Apr-07	M	M	Insert in all Outgrant licenses and permits. Use the appropriately labeled version for the License or the Permit.
Maintenance	Jan-07	M	M	The Outgrant License and Permit, the licensee and permitee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance.
Notices	Jan-07	M	M	Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification.
Officials Not to	Jan-07	M	O	Insert in all outgrant license.

Benefit				
Operations	Jan-07	M	M	The outgrant licensee and permitee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit.
Premises	Jan-07	M	M	In Outgrant License and Permit known as description of premises.
Purpose	Jan-07	M	M	Insert in all outgrants to define the FAA asset.
Contract Disputes	Jan-07	M	M	Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS.
Restoration – Outgrant	Jan-07	M	O	Required for all Outgrant Licenses, the licensee shall restore the demised premises.
Security of Premises	Jan-07	M	M	In the Outgrant License and Permit, the licensee and the permitee is required to provide adequate security for the demised premises (clause A8).
Signature Block	Jan-07	M	M	All outgrants must be signed by authorized parties to the agreement.
Term	Jan-07	M	M	All outgrants must have a clearly defined term.

LEGEND:

Mandatory	Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy.
Recommended	These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.
Optional	RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording must have the region/center legal approval.