**ANTENNA & EQUIPMENT SPACE LEASE**

**Between**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

**[INSERT LESSOR(S) NAME]**

**LEASE NO: [69XXX-XX-L-XXXXX]**

**[INSERT ATID/FACILITY TYPE]**

**[INSERT CITY/STATE]**

**SECTION 6.1: OPENING   
  
6.1.1 Preamble** **(09/2020)** This clause is required for all leases. Note that other versions are available for Permits/License/Easement/Agreements.  
  
This Lease is hereby entered into by and between <Insert Lessor's Legal Name>, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor’s heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor and Contract and Lease are interchangeable with each other.

**6.1.2 Succeeding Contract (09/2020)** This clause is required when applicable if this is a succeeding real estate contract. Note that this is addressed within the Witnesseth clause for MOA's.  
  
This Real Estate Contract succeeds < No. DTFAXX-XX-L-XXXXX> and all other previous agreements between the parties for the property described in this document.  
  
Or  
  
**6.1.2-1 Superseding Contract (09/2020)** This clause is required when applicable if this is a superseding real estate contract (where the effective date of the term is PRIOR to the expiration of the prior contract term). Note that this is addressed within the Witnesseth clause for MOA's.  
  
This Real Estate Contract supersedes < No. DTFAXX-XX-L-XXXXX> and all other previous agreements between the parties for the property described in this document.  
  
**6.1.3 Lease Witnesseth (09/2020)** This clause is required in all leases. Note there are other versions for license/permit/agreements/ easements.  
  
Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:   
  
**6.1.4-1 Antenna/Equipment Space Description (09/2020)** This clause is required in all antenna/equipment space leases. Note there are other versions of this clause depending on contract type. CO should use the most appropriate version for scenario.  
  
The Lessor hereby leases to the Government the following described premises which shall be related to the FAA’s activities in support of Air Traffic Operations:

<insert description of site/facility to be leased to FAA>   
  
**SECTION 6.2: TERMS**  
  
**6.2.5 Term (09/2020)** This clause is required in all leases or restrictive easements for commencement/expiration. Note there is an optional related clause "Option to Extend Term" that may be used in conjunction with 6.2.5.  
  
To have and to hold, for the term commencing on <Start Date> and continuing through <End Date> inclusive, provided that adequate appropriations are available from year to year for the consideration herein.  
  
**6.2.5-1 Option(s) to Extend Term of Lease (09/2020)** This clause may be used in leases at the option of the CO in conjunction with 6.2.5.  
  
The Lease may, at the option of the Government, be extended beyond <Fill in Date> at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond <Fill in Date>. The Government shall notify the Lessor in writing, 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 said 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.   
  
**6.2.6 Consideration (09/2020)** This clause is required when applicable in all Leases and Easements when the FAA is paying rent. The rent breakdown may be removed or edited as needed to fit the scenario. Note there are alternate versions of this clause for no cost/outgrants/perpetual easements. The CO should select the most appropriate version for their scenario.  
  
The Government shall pay rent for the premises in the amount of $<Insert Dollar Amount> per annum payable as follows: <Insert narrative, e.g. $600.00 payable annually to John Smith and “$600.00 payable annually to Jane Smith” or “$1200.00 payable to John Smith at the monthly rate of $100.00.> Payment shall be in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the “Payment by Electronic Funds Transfer” clause in this Real Estate contract. Payments shall be considered paid on the day an electronic funds transfer is made.

<Insert rental breakdown, if applicable (sample below)

Rent per SF Rent per Annum  
Base Rent $\_\_\_\_\_\_ $\_\_\_\_\_\_  
Operating Costs $\_\_\_\_\_\_ $\_\_\_\_\_\_  
Tenant Improvements $\_\_\_\_\_\_ $\_\_\_\_\_\_  
Total $\_\_\_\_\_\_$\_\_\_\_\_\_>  
  
OR  
  
**6.2.6-1 Consideration (No Cost) (09/2020**) This clause is Required when applicable in real estate contracts where the FAA is NOT paying rent. Note there are alternate versions of this clause for no cost/outgrants/perpetual easements. The CO should select the most appropriate version for their scenario.  
  
The Government shall pay the Lessor no monetary consideration in the form of rental. It is 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.  
  
**6.2.7 Termination (09/2020)** This clause is required in all real estate leases and restrictive easements.   
  
The Government may terminate this real estate contract 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. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least [insert number of days; 30, 60, or 90] days before the effective termination date.   
  
**6.2.10 Interest for Late Payment (09/2020)**   
  
This clause is an option for leases and easements where the FAA pays rent and may be used at the CO's discretion.   
  
If requested by the Lessor in writing, the Government will pay an interest penalty when payment is not made within 90 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 real estate contract.

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 for other issues involving contract compliance, or on amounts temporally withheld or retained in accordance with the terms of the contract.

For payments other than rent, the Lessor shall prepare and submit an invoice to the RECO or the RECO’s designated representative for approval not later than 60 days after completion and acceptance of the work. An invoice shall include the following items:

1. Name and address of the Lessor

2. Invoice date

3. Lease Number

4. Government’s order number or other authorization.

5. Description, price, and quantity of work or services delivered.

6. Name and address of Lessor official to whom payment is to be sent   
  
**6.2.11 Operating Cost Escalator (09/2020)** This clause is an option for space leases. The AMS describes guidance for rent structure in leases including use of this clause. The RECO may use this clause as an added benefit to the Lessor when negotiating a lease.  
  
A. The base for the operating costs adjustment will be $<insert base amount for operating costs> per square foot.

B. Calculating Annual Adjustment: Beginning with the second year of the lease and each year after, the 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 (Operating Costs).

The amount of adjustment will be determined by multiplying the base amount above, as negotiated and established prior to the lease award, by the percentage change in the Cost of Living Index for that year. The percentage change for a particular year shall be computed by comparing the index figure published for the month prior to that month which begins each successive l2-month period. [For example, a lease which commences in June of 2015 would use the index published for May of 2015, and that figure would be compared with the index published for May of 2016, May of 2017, and so on.] The Cost of Living Index is found in the U.S. Department of Labor Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items figure, (1982 to 1984=100) published by the Bureau of Labor Statistics. The total CPI adjustment amount will be incorporated into the fixed rental amount and paid in accordance with the terms of the lease.

C. Annual Maximum Adjustment: Notwithstanding the immediately preceding paragraph, the maximum adjustment for any 12-month period payable by the Government shall not exceed <insert percent of maximum annual adjustment> percent above the base amount for the operating costs.

D. Rental adjustments shall be effective on the anniversary date of the lease; however, 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 12-month period.

E. If Government exercises an option to extend the lease term at the same base rental rate as that of the original term, the total monthly rent to be paid during the option period shall be based on the CPI adjustments made during the original term. Annual adjustments for operating costs will continue in the same manner as during the original term of the lease.

F. In the event the Cost of Living Index decreases at any time during the term of the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as the increases in rent provided under this clause.

This clause is an option for space leases. The AMS describes guidance for rent structure in leases including use of this clause. The RECO may use this clause as an added benefit to the Lessor when negotiating a lease.  
  
**6.2.12 Tax Adjustment (09/2020)** This clause is an option for space leases. The AMS describes guidance for rent structure in leases including use of this clause. The RECO may use this clause as an added benefit to the Lessor when negotiating a lease.  
  
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. 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 sixty (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.  
  
**6.2.13 Rent Commencement (09/2020)** This clause is used when applicable for space leases to identify rent commencement date upon acceptance of space. RECO should also insert "Lease Commencement" clause when using this clause.   
  
The rent commencement date (for each increment) shall be the date that the leased premises are accepted in writing by the Government. Any rental paid by the Government prior to actual occupancy shall not include the cost for services and utilities. In any event, the Government shall not be required to commence rent prior to acceptance of space by the Government.  
  
**6.2.13-1 Lease Commencement (09/2020)** This clause is used when applicable for space leases to initiate the "Rent Commencement" clause. RECO should also insert the "Rent Commencement" clause when using this clause.  
  
The Government shall issue a Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the rental commencement date shall not be prior to the commencement date of the lease.  
  
**6.2.14 Holdover (09/2020)** Required for land or space leases for mission critical safety equipment.  May be included for other space leases in accordance with AMS. If 6.2.14-1 is used, RECO must delete this clause.   
  
If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.   
  
OR  
  
**6.2.14-1 Fixed Holdover (09/2020)** Required for Standard Space Lease and is optional for other contract types where Indefinite Holdover is not used.  If 6.2.14 is used, RECO must delete clause.  
  
If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis for a period not to exceed <insert number of days>. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.   
  
**6.2.16 Lessor’s Successors (09/2020)** This clause is required in all leases to protect the lease rights of the Government in case of change in ownership of the property. Note there is alternate version of this clause for easements.  
  
The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.   
  
**6.2.17 Adjustment for Vacant Premises (09/2020)** This clause is required in all standard space leases and is optional in antenna and equipment space.  
  
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 term of the lease, including any option periods exercised, the total rental 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 written notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.   
  
**SECTION 6.3: GENERAL CLAUSES**  
  
**3.2.5-1 Officials Not To Benefit (09/2020)** Must be used in all SIRs and contracts (in accordance with 41 U.S.C. 22).  
  
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.   
  
**3.3.1-15A1 RE Assignment of Claims (09/2020)** Required in all Real Estate Contracts except outgrants, MOAs, and perpetual easements.  
  
Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease. Required in all Real Estate Contracts except outgrants, MOAs, and perpetual easements.  
  
**3.10.1-22 Contracting Officer's Representative (09/2020)** This clause is optional in all real estate contracts and may be used at the RECO's discretion when a COR is appointed.   
  
(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.  
  
**6.3.6-1 Funding Responsibility for FAA Facilities (09/2020)** This clause is required in all no cost land on airport leases and MOAs and is required when applicable for antenna & equipment space if located on airport property.  
  
The Lessor agrees that any and all Lessor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Lessor improvements or changes will be at the expense of the Lessor. In the event that the Lessor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Lessor will immediately correct the interference issues at the Lessor’s expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Lessor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement.  
  
**6.3.8 Changes (09/2020)** This clause is required in all Standard Space Leases and is required when applicable for Antenna & Equipment Space.  
  
A. The RECO may at any time, by written order, make changes within the general scope of this Lease in any one or more of the following:

1. Work or services;

2. Facilities or space layout; or

3. Amount of space

B. 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 RECO shall modify this Lease to provide for one or more of the following:

1. An equitable adjustment in the rental rate;

2. A lump sum equitable adjustment; or

3. An equitable adjustment of the annual operating costs per occupiable square foot.

C. 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 Contract Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

D. Absent such written change order, the Government shall not be liable to the Lessor under this clause.  
  
**6.3.10 Maintenance of Premises (09/2020)** This clause is required in all Standard Space Leases and Antenna & Equipment Space Leases. See alternate versions for outgrants.  
  
The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor must ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.  
  
**6.3.16 Failure In Performance (09/2020)** This clause is required in all standard space leases and antenna and equipment space leases.  
  
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.  
  
**6.3.17 No Waiver (09/2020)** This clause is required in all standard space leases and antenna and equipment space leases.  
  
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.   
  
**6.3.18 Non-Restoration (09/2020)** This clause is required in all leases and on airport MOA's unless specific restorations are negotiated and clause 6.3.18-2 Restoration is used. If 6.3.18-2 is used, this clause MUST be deleted.   
  
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 that is the subject of this Lease, including any holdover period. 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.  
  
OR  
  
**6.3.18-2 Restoration (09/2020)** This is an optional alternate restoration clause that may be used for leases and MOA's on a case by case basis when use of the non-restoration clause is not feasible or appropriate. CO should remove paragraph C for Land On Airport or On Airport MOA's. \*\*NOTE: If you use AMS 6.3.18 Non-Restoration, this clause must not be used.  
  
1. 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 (ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

B. 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 or,

C. 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 in accordance with (A), (B), or (C) above, the parties shall enter into a supplemental agreement hereto effecting such agreement.

2. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

3. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.  
  
**6.3.26 Damage By Fire or Other Casualty (09/2020)** This clause is required in all space leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management.  
  
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 untenantable 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.  
  
**6.3.28 Interference (09/2020)** This clause is required in all Antenna and Equipment Space Leases. Note that there are alternate versions of this clause to be used in outgrants and On Airport land leases and MOAs.  
  
Should there be interference with the Lessor’s facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor’s facility interferes with FAA’s equipment, then the Lessor will correct the problem immediately.  
  
**6.3.29 Alterations (09/2020)** This clause is required in all standard space leases and antenna and equipment space leases.  
  
The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of 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.  
  
**6.3.30 Hold Harmless (01/2021)** This clause is required in all space leases in accordance with Federal Tort Claims Act, 28 U.S.C. ch. 171.  
  
In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, 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.   
  
**6.3.31 Default By Lessor (09/2020)** This clause is required in all standard space leases and antenna and equipment space leases.   
  
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 RECO, following Lessor’s receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.  
  
**6.3.32 Compliance with Applicable Laws (09/2020)** This clause is required in all standard space leases and antenna and equipment space leases.   
  
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.  
  
**6.3.33 Covenant Against Contingent Fees (09/2020)** This clause is required in all real estate leases.   
  
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.   
  
**6.3.34 RE Anti-Kickback (09/2020)** Required in all Real Estate Contracts.  
  
The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), 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.  
  
**6.3.35 Examination of Records (09/2020)** This clause is required when applicable in all real estate contracts where the FAA pays rent  
  
The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor’s directly pertinent books, documents, paper, or other records involving transactions related to this contract.  
  
**6.3.36 Subordination, Nondisturbance and Attornment (09/2020)** This clause is required in all real estate contracts except outgrants.  
  
A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.  
  
**6.3.39 Integrated Agreement (09/2020)** This clause is required in all real property leases.  
  
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.   
  
**6.3.43 Unauthorized Negotiating (09/2020)** This clause is required in all standard space leases and antenna/equipment space leases.  
  
In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the RECO or his/her designee.  
  
**6.3.44 Inspection (09/2020)**  
  
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 and evaluation of suspected hazardous conditions. This clause is required in all standard space leases and antenna/equipment space leases.  
  
**6.3.45 RE Lease Contract Disputes (09/2020)** Required in all RE Leases (note that 6.3.45-1 should be used for other types of RE contracts).\*\*NOTE: For full clause see 3.9.1-1 Contract Disputes. If full clause is used, this clause MUST be removed.   
  
All contract disputes arising under or related to this Lease will be resolved through the 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 Government 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

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease 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.  
  
**SECTION 6.4: FINANCIAL CLAUSES**  
  
**6.4.1 System for Award Management - Real Property (SAM Waiver) (09/2020)** This clause is required when applicable in all real property contracts when the FAA has waived the SAM requirements for payment information. \*\*NOTE: If the vendor is registered in SAM clause 6.4.1-1 MUST be used and this clause, 6.4.1 "System for Award Management (SAM Waiver)" MUST be removed.  
Please also note that if clause 6.2.6-3 "Consideration (No Cost)" is used this clause MUST be removed as it is not applicable.   
  
The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.  
  
OR  
  
**6.4.1-1 System for Award Management - Real Property (09/2020)** This clause is required when applicable in "cost" leases or bilateral modifications to existing leases  
\*\*NOTE: If the vendor is exempted from the use of SAM, clause 6.4.1 "System for Award Management (SAM Waiver)" MUST be used and this clause, clause 6.4.1-1, MUST be removed.  
Please also note that if clause 6.2.6-3 "Consideration (No Cost)" is used this clause MUST be removed as it is not applicable.   
  
The FAA uses the System for Award Management (SAM) as the primary means to maintain contractor information required for payment under any FAA lease.

A. Definitions. As used in this clause:

1. "SAM database" means the primary Government repository for contractor information required to the conduct of business with the Government.

2. “Contractor” is synonymous with “Lessor” or “Grantor” for real property leases, easements, or other contracts.

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

4. “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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

B. By submission of an offer, the Contractor acknowledges that:

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

2. The Contractor will enter, in the space below, the Contractor's DUNS or DUNS+4 number that identifies the Contractor's name and address exactly as stated in the offer. The DUNS number will be used by the RECO to verify that the Contractor is registered in the SAM database.  
DUNS or DUNS+4 Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. A Contractor may obtain a DUNS number:

a. 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

b. If located outside the United States, by contacting the local Dun and Bradstreet office.

2. The Contractor will be prepared to provide the following information:

a. Company\* legal business.

b. Tradestyle, doing business, or other name by which your entity is commonly recognized.

c. Company Physical Street Address, City, State, and Zip Code.

d. Company Mailing Address, City, State and Zip Code (if separate from physical).

e. Company Telephone Number.

f. Date the company was started.

g. Number of employees at your location.

h. Chief executive officer/key manager.

i. Line of business (industry).

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

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

D. If an otherwise successful Offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered Offeror, if the RECO 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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

G. Changes

1. Name or Ownership Changes

a. If a contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the lease, the contractor will provide the responsible RECO a minimum of one business day's written notification of its intention to:

i. Change the name in the SAM database;

ii. Agree in writing to the timeline and procedures the RECO 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 RECO.

b. The Contractor's entry of the name/ownership change in SAM does not relieve the Contractor of responsibility to provide proper notice of the name change to the RECO. The change in SAM cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the RECO. Any discrepancy in payee information in SAM caused by a failure to fulfill the requirements will result in a discrepancy that is incorrect information, this will result in suspension of payment as described in the “Payment by Electronic Funds Transfer” clause in this contract.

H. Exceptions to SAM. As provided for in AMS, certain contractors may qualify by limited exceptions to SAM waiver. If a contractor is determined by the RECO to merit justification of a waiver from SAM, then the contractor will provide initial payment information and any future vendor information changes to the RECO on the “Vendor Miscellaneous Payment Information” form, provided by the RECO. An alternate clause, “System for Award Management (SAM Waiver)” will be included in the contract and the contractor will comply with the terms of that clause. Having an exception from SAM does not excuse a vendor from EFT payment requirements, as required in the “Payment by Electronic Funds Transfer” clause in this Lease.

Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.  
  
**6.4.2 Payment by Electronic Funds Transfer (09/2020)** This clause is required when applicable for all leases where the government is paying rent.   
  
All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor’s EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.   
  
**SECTION 6.5: DESIGN & CONSTRUCTION CLAUSES  
  
6.5.22 Installation Of Antennas, Cables & Other Appurtenances (09/2020)** This clause is required in all standard space leases and antenna/equipment space leases.   
  
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. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.   
  
**SECTION 6.6: GENERAL BUILDING REQUIREMENTS & SPECIFICATIONS CLAUSES  
  
6.6.1 Doors (09/2020)** This clause is required in all standard space leases and is required when applicable in antenna/equipment space leases as described within the requirements.  
  
Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.   
  
**6.6.12 Seismic Safety for Equipment (09/2020)** Required in all standard space leases and antenna and equipment space leases, unless one of the Exemptions or the Best Available Leased Exception applies. If one of the exemptions or if the exception is invoked by the RECO, this clause shall be removed from the lease.   
  
The Lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.   
  
**SECTION 6.7: SERVICES, UTILITIES, & MAINTENANCE CLAUSES  
  
6.7.1 Service, Utilities, and Maintenance of Premises (09/2020)** This clause is required in all standard space leases and is optional for antenna/equipment space leases. RECO may adjust as necessary to add/remove services as situation requires. This clause may be used in conjunction with 6.7.1-2 when a specific utility service is NOT provided by the Lessor. The RECO should otherwise edit as needed to accurately convey which utilities are included as part of the rent.  
  
The Lessor shall maintain the leased premises, including but not limited to, the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. Services, utilities, and maintenance will be provided daily, extending from <Insert Time> a.m. to <Insert Time> p.m. except Saturday, Sunday, and federal holidays. Services supplied to technical equipment will be supplied twenty-four (24) hours a day, and seven (7) 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. The Lessor shall provide the following, in addition to such services as are set forth elsewhere in this Lease:

A. Electricity

B. Water (hot and cold) and sewer

C. Chilled drinking water

D. Restroom cleaning and supplies, daily

E. Window washing twice yearly

F. Initial and replacement lamps, tubes and ballasts

G. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government.  
  
OR  
  
**6.7.1-1 Services and Utilities (09/2020)** This clause is required to be used in all Antenna and Equipment leases unless 6.7.1 is used (NOTE- if 6.7.1 is used, this clause should be removed). RECO may adjust as necessary to add/remove services as situation requires.  
  
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.

A. ELECTRICITY

B. SNOW REMOVAL

C. GROUND MAINTENANCE

<D. OTHER SERVICES>"   
  
AND/OR  
  
**6.7.1-2 Utilities Not Provided by the Lessor (09/2020)** This clause is optional for Antenna and Equipment leases where the Government is providing all utilities. The RECO may also use it in standard space leases if needed but if so, should remove 6.7.1 or otherwise edit as needed to accurately convey which utilities are included as part of the rent.   
  
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 the Government. Proration is not permissible. Prior to occupancy by the Government, the Lessor will furnish the RECO written verification of the meter numbers and certification that these meters will measure FAA usage only. The Lessor will notify the RECO of any changes in meter numbers or meter configuration during FAA occupancy. An automatic control system will be provided to ensure compliance with heating and air conditioning provisions included in this lease.  
  
**SECTION 6.8: ENVIRONMENTAL & OCCUPATIONAL SAFETY & HEALTH CLAUSES**  
  
**6.8.4 Fall Protection (09/2020**) This clause is required in all standard space leases and antenna/equipment space. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO Space.  
  
The Lessor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Program, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.  
  
**6.8.6 Environmental and Occupational Safety Health (EOSH) Requirements (09/2020)** This clause is required in all standard space leases (except ATCT- see note below) and is optional in antenna and equipment space leases. Changes must be approved by ATO EOSH.  
NOTE: for ATCT Space Leases, RECO should use 6.8.6-1 and 6.8.6 should be REMOVED.  
  
The Lessor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)

B. 29 CFR 1926, Safety and Health Standards (Construction)

C. National Fire Protection Association (NFPA) 101

D. FAA Order 3900.19, FAA Occupational and Health Program

E. FAA Standard HF-STD-001, Human Factors Design Standard

F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace

G. Local and state EOSH regulations

H. Local and state fire codes and building codes.

I. Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the leased premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Lessor will coordinate with the FAA before and during the work so that the proper requirements are met.  
  
Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.   
  
**6.8.14 Warranty of Space (09/2020)** This clause is required in all standard space leases and required when applicable for Antenna and Equipment Space within a building.   
  
The Lessor warrants that all space leased to the Government under this contract must comply with federal, state, and local regulations. The space lease is not limited to that set forth in this Lease, but which also shall include 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).  
  
**SECTION 6.9: SECURITY CLAUSES**

**6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)** Must be used in all SIRs, including SFOs, contracts, and leases. Must be used prior to placing, extending, or renewing any contract or order. Must be used prior to placing a new, superseding, or succeeding lease or extending or renewing any lease.

CLAUSE:

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**6.9.5-1 Covered Telecommunications Equipment or Services- Representations (01/2021)**

Must be used in all SIRs, including SFO and in all Real Estate contracts and leases. If the answer to the representation in (c)(1) is “does”, the offeror must also complete the (d)(1) representation under AMS 6.9.5-2 “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment”. If the answer to the representation in (c)(2) is “does”, the offeror must also complete the (d)(2) representation under AMS 6.9.5-2 “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment”.

PROVISION/CLAUSE:

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” has the meaning per the clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures*. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representations*.

1. The offeror represents that it \_\_\_\_\_\_\_\_\_ does, \_\_\_\_\_\_\_\_\_ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_\_\_\_\_\_\_\_\_ does, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

**6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)** Must be used in all SIRs/SFOs, and in all Real Estate contracts and leases, including purchases under the micro-purchase threshold. Must be used in conjunction with AMS Real Property Contracts Clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does [ ] does not [ ] USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**SECTION 6.10: CLOSING**  
  
**6.10.1 Notices (09/2020)** This clause is required in all Leases.   
  
All notices/correspondence must be in writing, reference to the <Lease> number, and be addressed as follows:

TO THE LESSOR:

<Insert Lessor's Name>

<Insert correspondence address>

<Insert City, State, Zip code>

TO THE GOVERNMENT:

Federal Aviation Administration

Real Estate & Utilities Group, <routing symbol>

<insert address>

<Insert City, State, Zip code>   
  
**6.10.3 Signature Block (09/2020)** This clause is required in all leases. RECO may adjust as necessary for multiple signees/notary/etc  
  
This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

[ENTER LESSOR'S LEGAL NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Real Estate Contracting Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
**SECTION 6.11- ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**

**[RECO SHOULD UPDATE/ADD/REMOVE AS NEEDED]**

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