**STANDARD 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 Lease 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 Witnesseth (09/2020)** This clause is required in all leases. Note there are other versions for license/permit/agreement/easement.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:  
  
**6.1.4 Leased Space Description (09/2020)** This clause is required in all standard space leases. If Lessor is not providing parking, CO may delete second para. 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;

<Fill in description>

The Lessor shall provide <Fill in Quantity of Parking Space> reserved off-street parking spaces at no additional cost to the Government. With respect to compliant accessible parking spaces, see the “Accessibility” clause.

**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 are optional related clauses "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, Grantor, or Airport> 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 that 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 Lessors 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.   
  
**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 where build out occurs 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 where build out occurs 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.  
  
**6.2.14-1 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 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 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.   
  
OR  
  
**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.  
  
**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.   
  
**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."  
  
**6.3.7 Accessibility (09/2020)** This clause is required in all standard space leases except for: 1.) Air Traffic Control Tower Cabs, mech. rooms, elect. & telephone closets and 2.) Non-staffed facilities such as Remote Communications Outlet.  
  
The building and the leased premises must be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant restroom facilities for men and women must be provided on each floor where the Government leases space. Separate ABAAS compliant restroom facilities must not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant restroom facilities, the Lessor must provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

With respect to all restrooms, water closets, and urinals, they must not be visible when the exterior door is open. Each restroom must contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a sanitary napkin dispenser, and receptacle for each toilet in the women’s restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. Two or more drinking fountains must be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons' requirements, unless sufficient space is not available to provide both a wheelchair unit and a unit for standing persons. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons must be provided.

In addition, compliant accessible parking spaces must be provided in accordance with the ABAAS requirements as detailed in 42 U.S.C. 4151 and as set forth in the ABAAS Scoping Requirements.  
  
**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.   
  
**6.3.27 Delivery and Condition (09/2020)** This clause is required in all standard space leases.   
  
Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.   
  
**6.3.27-1 Occupancy Permit (09/2020)** This clause is required for all standard space leases.  
  
The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of the "Real Property Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the RECO’s discretion.  
  
**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.  
  
**6.3.38 Sublease (09/2020)** This clause is required when applicable in standard space leases to protect FAA's rights to sublease FAA space to another tenant  
  
The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party the Government is not relieved from its responsibilities under the terms of this Lease, unless otherwise agreed upon with the Lessor.  
  
**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.  
  
**6.3.40 Equal Opportunity (Real Property) (09/2020)** This clause is required in all standard space leases.  
  
The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).  
  
**6.3.41 Affirmative Action for Special Disabled and Vietnam Era Veterans (09/2020)** This clause is required in all standard space leases.  
  
The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.  
  
**6.3.42 Affirmative Action for Disabled Workers (Real Property) (09/2020)** Required in all standard space leases.  
  
The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.  
  
**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)** This clause is required in all standard space leases and antenna/equipment space leases.  
  
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.   
  
**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.  
  
**6.3.54 Excusable Delays (09/2020)** This clause is required in all standard space leases.  
  
A. The Lessor shall not be in default because of any failure to perform this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor. Examples of these causes are: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor. 'Default' includes failure to make progress in the work so as to endanger performance.

B. The RECO shall ascertain the facts and extent of the failure. If the RECO determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.   
  
**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.

1. 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 AND CONSTRUCTION CLAUSES**  
  
**6.5.1 Tenant Improvements (09/2020)** This clause is Required when applicable for standard space leases where build out occurs when using the tenant improvement allowance.  
  
A. The tenant improvement allowance is $<insert dollar amount per foot> per ANSI/BOMA Office Area square foot which shall be paid entirely by the Lessor, including any instance where the Government accepts fixtures and/or other tenant improvements already in place. Tenant improvements are the components, finishes, and fixtures that typically take space from the “shell” condition to a finished, usable condition. The tenant improvement allowance shall cover all or a portion of the cost of the design and build out of the Government's demised area in accordance with the Government's approved Design Intent Drawings.

All tenant improvements required by the Government for occupancy shall be constructed and paid for by the Lessor as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this Lease. At no additional cost to the Government, the Lessor agrees to pay and disburse all of the tenant improvement payments, and provide the Government with all of the costs associated with the tenant improvements including, but not limited to, construction costs and costs related to preparation of construction plans, construction management fees, city fees and permit costs or penalties, certificate of occupancy and applicable taxes and engineering fees.

B. The Government, at its sole discretion, shall make all decisions as to the usage of the tenant improvement allowance. The Government may:

1) Use all or part of the tenant improvement allowance, or

2) Return to the Lessor, any unused portion of the tenant improvement allowance in exchange for a decrease in rent.

If the Government build out costs are in excess of the tenant improvement allowance, the Lessor may recover such costs in accordance with the “Lessor’s Recovery of Tenant Improvement Costs in Excess of the Allowance” clause.

C. The tenant improvement allowance shall include all of the Lessor’s administrative costs, general contractor fees, subcontractor’s profit and overhead costs, Lessor's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the Lessor’s responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. No costs associated with the building shell shall be included in the tenant improvement price proposal.

D. If the Government determines that termination of the lease is in the best interest of the Government, the Government shall pay an amount based on the unamortized balance of the tenant improvement allowance as of the first day of the month the lease is cancelled and terminated, as described in the "Lessor’s Recovery of Tenant Improvement Allowance in the Event of Cancellation" clause.   
  
**6.5.2 Work Performance (09/2020)** This clause is required in all standard space leases.  
  
All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor’s workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.   
  
**6.5.3 Responsibility of the Lessor and Lessor's Architect/Engineer (09/2020)** This clause may be used, by discretion of the RECO for space leases where build out occurs and when using the Lessor’s Architect  
  
A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the lease. The Government retains the right to review and approve many aspects of the Lessor’s design, including without limitation, review of the Lessor’s design and construction drawings, shop drawings, product data, finish samples, and completed base building and tenant improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all lease requirements.

C. Neither the Government’s review, approval or acceptance of, nor payment through rent of the services required under this lease, shall be construed to operate as a waiver of any rights under this Lease or of any cause of action arising out of the performance of this Lease, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor’s negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the solicitation documents which shall comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all design and performance information required whether it is found in the submitted solicitation, the lease, price lists, or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.   
  
**6.5.4 Lessor’s Recovery of Tenant Improvement Costs in Excess of the Allowance (09/2020)** This clause is required when applicable in all space leases where build out occurs in accordance with general policy for Federal Agencies to provide protection to the Government and contract management.  
  
A. If the Government's build out costs are in excess of $<insert dollar amount> per square foot or $<insert dollar amount> the Government reserves the right to either: 1) reduce the tenant improvement requirements, 2) pay a lump sum for the overage amount upon completion and acceptance of the improvements, or 3) increase the rent to cover the amount in excess of the allowance according to the negotiated amortization rate over the term of the lease. Reimbursement shall occur only after acceptance of the space, and shall be based on a detailed invoice provided by the Lessor and the determination by the RECO that the work completed is satisfactory; such determination to take place only after an inspection of the work and building materials by the RECO.

B. Notwithstanding the foregoing, at the Government’s option, the Lessor shall fund an additional amount for the Government’s cost of installing security systems, computer wiring, and telephone wiring up to a maximum additional amount not to exceed $<insert dollar amount>; and the Government shall reimburse the Lessor within <insert number of business days> business days of acceptance of such systems and wiring in writing and executed by the RECO, based upon a detailed invoice provided by the Lessor. If the Government installs its own security systems, computer wiring, or telephone wiring, the Government covenants that the Lessor shall have no liability regarding these installations.   
  
**6.5.5 Lessor’s Recovery of Tenant Improvement Allowance in the Event of Cancellation (09/2020)** This clause is optional for use in space leases with build out to ensure that the Government is protected in event the Government cancels.  
  
The Lessor shall recover the unamortized balance of the tenant improvement allowance (or a lesser amount as described in the following sentence), effective on the date of cancellation. The Lessor shall amortize the actual cost of the tenant improvements or the tenant improvement allowance, whichever amount is less, over the term of the lease. The Lessor shall make a disclosure of all tenant improvement costs to the Government after all tenant improvement costs have been accounted for, such disclosure shall include a monthly payment schedule of said tenant improvement costs and balance remaining each month. In the event that the Government cancels this Lease, or any portion thereof:, the Government agrees that it shall make a one-time, lump sum payment to the Lessor for the remaining balance of tenant improvement costs in their entirety if the entire lease is terminated, or prorate, if any portion thereof is cancelled. Lessor agrees that such payment shall release the Government from all present and future liability under this clause.   
  
**6.5.6 Liquidated Damages (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of $<insert dollar amount> for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor’s delay.   
  
**6.5.7 Amortization Schedule (09/2020)** This clause is optional for use in space leases when amortizing the cost of the tenant improvements or alterations.  
  
An Amortization Payment Schedule is required for the following:

1) in the event the Government build-out is in excess of the tenant improvement allowance or

2) in the event the lease is terminated prior to the date set in the "Term" clause.

The amortization is based on a <insert interest rate>% (interest agreed on the tenant improvement) rate of return, with payments of $ <insert dollar amount> per month in arrears as per Attachment <insert attachment name>, attached hereto and made a part hereof.   
  
**6.5.8 Construction Schedule and Acceptance of Tenant Improvements (09/2020)** This clause is required when applicable in space leases where build out occurs.  
  
The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are:

A. The generation of the Design Intent Drawings;

B. The Government’s approval of the Design Intent Drawings;

C. The Lessor’s generation of the Government’s construction documents;

D. The Government’s review and approval of the construction documents;

E. The submittal of the Tenant Improvements Price Proposal, Government’s review, approval, and Notice to Proceed (NTP) process;

F. The Lessor’s construction of the leased premises; and

G. The Government’s acceptance of the space upon completion of construction.

References to “approval” shall mean such approval granted by the RECO in writing. During the construction schedule, the Government may require regularly scheduled progress meetings and that the Lessor keep meeting minutes of discussion topics and attendance. During the design and construction tasks, the Lessor may discover instances where the Government’s directives conflict. In such cases, the Lessor shall immediately notify the RECO in writing so that the Government may issue a determination as to how to proceed.   
  
**6.5.9 Design Intent Drawings (Provided by Lessor) (09/2020)** This clause is optional for use in space leases where build out occurs and the Lessor is responsible for providing the DID. If the Government will be providing its own DID, CO should use 6.5.9-1 and this clause should be REMOVED. If this clause is used, the CO should also include 6.5.10.  
  
The Design Intent Drawings (also known as “Preliminary Drawings” or “Prelims”) will be prepared by the Lessor as described below.

As part of the rental consideration, including the tenant improvement allowance, the Lessor shall prepare and provide to the Government, for the Government’s approval, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the leased premises. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor’s architect to complete such drawings in a timely manner. For purposes of this lease, Design Intent Drawings are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of:

A. Furniture locations, telephone and data outlet types and locations, electrical outlet locations, switch locations, ceiling grid height and light fixture locations, and cabinet/counter and shelving locations;

B. Specifications necessary for calculation of electrical and HVAC loads;

C. All finish/color/signage selections, and

D. Security requirements.

Design Intent Drawings shall be due from the Lessor within <insert # of business days> business days from the date of award.

OR  
  
**6.5.9-1 Design Intent Drawings (Provided by Government) (09/2020)** This clause is optional for use in space leases where build out occurs and the Government will be providing its own DIDs. If the Lessor will be providing the DIDs, the CO should use clause 6.59 and this clause should be REMOVED.  
  
The Design Intent Drawings (also known as “Preliminary Drawings” or “Prelims”) will be prepared by the Government, as described below.

The Government shall prepare and provide to the Lessor the Government’s approved Design Intent Drawings based upon the base building drawings provided by the Lessor. These Design Intent Drawings shall detail the tenant improvements to be made by the Lessor within the leased premises. Design Intent Drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of:

A. Furniture locations, telephone and data outlet types and locations;

B. Specifications necessary for calculation of electrical and HVAC loads;

C. All finish/color/signage selections; and

D. Security requirements.

Design Intent Drawings shall be due to the Lessor within <insert # of business days> business days from the date of award. If the Government provided Design Intent Drawings require additional design work after submittal to Lessor, then the Lessor will immediately complete that requirement, at Lessor’s cost, and submit said drawings back to the Government for review and approval. Said review and approval shall be provided within <insert # of business days> business days from the date submitted by the Lessor.  
  
**6.5.10 Review of the Design of Intent Drawings (09/2020)** This clause is optional for use in space leases where build out occurs and the Lessor will be providing the DIDs. This clause should be used in conjunction with 6.5.9.  
  
The Government has the right to review, approve, and request modifications (if necessary) to the Lessor’s Design Intent Drawings at any time prior to the Lessor’s commencement of working/construction drawings. The Government’s review and approval of the drawings is limited to determining whether the drawings meet the specific requirements of the submitted solicitation and this lease. The Government shall perform all reviews of Design Intent Drawings within <insert # of business days> business days of receipt from Lessor. If the Government fails to provide the review within the requisite number of business days, the lease shall be modified to reflect a new occupancy date, which modification shall be at no cost to the Government. Should the Government disapprove the Lessor’s Design Intent Drawings, such disapproval, and the documented reasons, shall be provided in writing to the Lessor by the RECO. Lessor shall have <insert # of business days> business days to cure all noted deficiencies in the Design Intent Drawings, and the revised Design Intent Drawings shall be resubmitted to the RECO for review and approval. Upon approval of the Design Intent Drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space.   
  
**6.5.11 Budget Proposal for Tenant Improvements of Design Intent Drawings (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the tenant improvements and associated work, as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) business days from the date of the Government’s request. Delay of receipt of such proposal shall result in a Lessor delay and delay in the rent commencement after acceptance of the leased premises.   
  
**6.5.12 Lessor’s Unit Prices/Costs and Construction Schedule (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
Within <insert # of business days> business days after award of the lease, the Lessor shall submit to the RECO:

A. A detailed description of unit prices/costs and

B. A tentative construction schedule giving the dates on which the various phases of construction shall be completed to coincide with the Government's required occupancy date. The finalized schedule shall be submitted no later than <insert # of business days> business days after award. The schedule shall include timing for completion of design and construction milestones including, but not limited to:

1) Submittal of preliminary plans and specifications;

2) Submittal of other working drawings;

3) RECO's approval of completed construction documents and the tenant improvements price proposal;

4) Issuance of any and all required building permits;

5) Start of construction;

6) Completion of principal categories of work;

7) Phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category);

8) Final construction completion; and

9) Inspection and acceptance of the leased premises by the Government.   
  
**6.5.13 Working Construction Drawings (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
The Lessor shall prepare, as part of the tenant improvement allowance, final working/construction drawings for the improvements illustrated on the Government-approved Design Intent Drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the leased premises. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved Design Intent Drawings and shall incorporate neither extraneous additions nor deletions of Government requirements. The Lessor’s working/construction drawings shall be due to the Government within <insert # of business days> business days of the Government’s approval of the Design Intent Drawings. Working/construction drawings shall clearly identify:

A. Tenant improvements already in place; and

B. The work to be done by the Lessor or others.   
  
**6.5.14 Review of Working/Construction Documents (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
The Government shall have the right to review and request modifications to the Lessor’s construction documents, prior to the Lessor’s commencement of interior construction. The Government’s review of the construction documents is limited to determining the extent of the construction documents’ conformance to the specific requirements of the approved Design Intent Drawings. The Government shall perform all reviews of construction documents within <insert # of business days> business days from the date of receipt from the Lessor. If the Government is delayed in review of drawings, the lease shall be modified to reflect a new occupancy date. Should the Government require that modifications be made to the Lessor’s construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have <insert # of business days> business days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Lessor shall obtain the necessary permits once the working/construction documents have been approved by the RECO. Notwithstanding the Government’s review of the construction documents, the Lessor is solely responsible and liable for ensuring the technical accuracy of the construction documents.   
  
**6.5.15 Tenant Improvements Price Proposal Based on Construction Drawings (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
Within <insert # of business days> business days of Government review of the construction/working documents, the Lessor must submit the written price proposal along with cost and pricing data or the documentation of the competitive proposals and for any costs or credits to the Government. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the tenant improvements price, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence construction of the tenant improvements. The Government reserves the right to disapprove the Lessor’s final tenant improvement cost prior to forwarding payment. The Lessor shall provide copies of paid invoices to contractors and sub-contractors with whom the approved price proposal was developed. These paid invoices shall be submitted with the final invoice for payment due, unless amortized within the rent.   
  
**6.5.16 Construction of Tenant Improvements (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
A. The Lessor shall construct all tenant improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the submitted solicitation and the lease. The Lessor shall complete the tenant improvements within <insert # of business days> business days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five (5) business days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorize Government officials, including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

B. Once the Government has approved the construction/working drawings and the Lessor’s price proposal, in accordance with the terms of this lease, all changes to tenant improvements shall come within the scope of the “Changes” clause in this Lease, and shall be processed accordingly.   
  
**6.5.17 Construction Coordination (09/2020)** This clause is required in all standard space leases.  
  
A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO and the Government’s supervisor or manager responsible for the facility, at least one week before the execution of the work.  
  
**6.5.18 Construction Inspections (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
A. After construction has begun, construction inspections shall be made periodically by the RECO and/or designated technical representatives to review compliance with the submitted solicitation, lease, and the final working drawings.

B. Periodic reviews, witnessing of tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the RECO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall respond in writing to the RECO regarding the Government’s comments resulting from the subject reviews, tests, and inspections. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of the submitted solicitation and this Lease.  
  
**6.5.19 Progress Reports (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
After construction commencement, the Lessor shall submit to the RECO, written progress reports at intervals of <insert # of business days> business days. Each report shall include information as to:

A. Percentage of the work completed by phase and trade;

B. A statement as to expected completion and occupancy date;

C. Changes introduced into the work; and

D. General remarks on such items as material shortages, strikes, weather, etc.

In addition, the Lessor shall conduct meetings every <insert # of weeks> week(s) to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with shall be subject to review and approval by the RECO. Such meetings shall be held at a location to be designated by the Government.   
  
**6.5.20 Labor Standards (09/2020)** This clause is required when applicable in standard space leases over $2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States.   
  
By signing this Lease, the Lessor certifies to the RECO that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.   
  
**6.5.21 Wiring For Telephones (09/2020)** This clause is required in all standard space leases.  
  
The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring installed by the Lessor, if available. However, the final decision will be made by the Government.   
  
**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.   
  
**6.5.23 As-Built Floor Plans After Occupancy (09/2020)** This clause is required when applicable for standard space leases where build out occurs.  
  
The Lessor must follow the following requirements: Thirty (30) days after occupancy, the Lessor must submit a final set of hard copy as-built plans and reproducible floor plans in l/8" scale depicting rented space and identifying entrances, exits, stairs, windows, partitions, closets, architectural, and construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be ".dwg" format. All files shall be submitted electronically. The submitted electronic file shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor’s operators shall demonstrate the submission on FAA equipment, if requested by the RECO.  
  
**6.5.24 Air Balance Report (09/2020)** This clause is required when applicable for use in space leases where build out occurs.  
  
Lessor shall provide an Associated Air Balance Council (AABC) Certified Air Balance Report performed by a certified Mechanical Engineer based upon the approved Construction/Working Drawings. The report shall cover typical air balance requirements for leased premises, and shall include all heating, ventilation, and air conditioning (HVAC) equipment, including (but not limited to):

A. Roof top and/or ground mounted units

B. Trunk lines

C. Variable air volume (VAV) boxes

D. Ducting to the VAV boxes

E. Supply and return air grilles

F. Ducting to the supply and return air grilles

The results of the report shall comply with local codes and ASHRAE standards. If there is a conflict between the local codes and ASHRAE standards, the ASHRAE standards will govern and control.  
  
**6.5.25 Walk-Through Inspection and Acceptance of Space (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
Within ten (10) business days prior to completion of interior construction, the Lessor shall issue a written notice to the Government to inspect the space. The Government shall have <insert # of business days> business days to inspect and to either accept or reject the subject space. During the walk-through inspection, the Lessor shall provide to the RECO, at a minimum, the following: <INSERT A LIST OF ALL REQUIRED INFORMATION>

In addition, the Lessor shall provide the RECO the administrative/management procedures for the building, such as control of the thermostats, janitorial hours, building hours of operation, and emergency occupancy plan.

Substantially completed space shall be accepted by the Government, subject to the completion of minor punch list items. Space which is not substantially complete shall not be accepted by the Government. Should the Government reject the Lessor’s space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action to correct deficiencies. Upon completion, the Lessor shall issue to the Government a second notice to inspect.  
  
**6.5.26 Measurement of Space (09/2020)** This clause is optional for use in space leases where build out occurs.  
  
The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space in excess of the maximum square footage leased.   
  
**SECTION 6.6- GENERAL BUILDING REQUIREMENTS AND 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.   
  
**6.6.2 Lighting (09/2020)** This clause is required in all standard space leases.  
  
Modern, diffused, energy efficient fixtures must be provided that maintain a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. Additionally, normal and emergency egress lighting must comply with the requirements of local building and fire codes, as well as, the Life Safety Code NFPA 101.   
  
**6.6.3 Adhesives and Sealants (09/2020)** This clause is required in all standard space leases.   
  
The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos or heavy metals.  
  
**6.6.4 Ceilings (09/2020)** This clause is required in all Standard Space Leases.  
  
Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.   
  
**6.6.5 Floor Load (09/2020)** This clause is required in all Standard Space Leases. Any changes require approval from regional engineer.  
  
All adjoining floor areas shall be:

A. Of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards,

B. Non-slip, and

C. Accepted by the RECO.

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.  
  
**6.6.6 Painting (09/2020)** This clause is required in all standard space leases with lease terms of five years or longer. RECO should customize based on their scenario and date of last known painting.  
  
<if new space, insert "Prior to occupancy all," or for renewals, insert 'All'> surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor’s expense at least once every <Insert # of years that repainting will be required> years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government’s systems furniture, if directed by the Government, at the Lessor’s expense. Any existing lead based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor’s expense. If the paint contains lead, it must be abated at the Lessor’s expense. This could be performed either by removal or sealing with an encapsulating material.   
  
**6.6.7 Display Advertising (09/2020)** This clause required when applicable in Standard Space Leases where Government is the sole occupant of the space.  
  
If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.  
  
**6.6.8 Erection of Signs (09/2020)** This clause is required when applicable in standard space leases where signs are required.  
  
The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.  
  
**6.6.9 Window and Floor Covering (09/2020)** This clause is required in all standard space leases. RECO should customize based on specific scenario and requirements.  
  
All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the Government. Existing floor and window coverings may be accepted at the discretion of the RECO; however, prior to occupancy all carpeting and window coverings shall be cleaned.

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

A. Backing or underlayment is exposed,

B. There are noticeable variations in surface color or texture, and/or

C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government’s systems furniture if directed by the Government.  
  
**6.6.10 Seismic Safety for Existing Building (09/2020)** This clause is required when applicable in standard space leases within an existing building 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. Or if new construction or major renovation, RECO should use 6.6.11 and delete this clause.  
  
All existing buildings leased by the Government under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-8, Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011. RP-8 is available online and in print from the National Institute of Standards and Technology as NISTIR GCR 11-917-12.

Compliance with Life Safety: The Lessor shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-8. The structural engineer certification shall be in the format of the Government-provided “Life Safety Compliance/ Seismic Certification” form. If the building cannot be certified in accordance with RP-8, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the “Life Safety Compliance/Seismic Certification” form. Buildings meeting the requirements of ASCE31-03 using a safety objective of ‘Life Safety’ are considered to meet the Government’s requirement. Alternatively, if the building qualifies as a Benchmark Building in accordance with RP-8 and as certified on the “Life Safety Compliance/Seismic Certification” form, it will be deemed to meet minimum seismic requirements.

In the event a building with a certification of life safety/seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the certification form, the Government at its discretion may require the Lessor to meet the agreed upon standard or may terminate this Lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this Lease.  
  
OR  
  
**6.6.11 Seismic Safety for New Construction (09/2020)** This clause is required when applicable in space leases for buildings that will be newly constructed or undergoing major renovations, 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. Or if space is within an existing building, RECO should use 6.6.10 and delete this clause.  
  
If a Lessor proposes to meet the Government’s requirement by new construction, or by a major renovation to an existing building, then all construction performed under this contract must, as a minimum, be in accordance with the current edition of the International Building Code (IBC). For purposes of this provision, a “major renovation” is a renovation where the cost of the project will be more than fifty percent (50%) of the replacement value of the building as of the date of project commencement. Local seismic building codes may be used in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the Government’s acceptance of the building(s) or space, a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the Government-provided "Life Safety Compliance/Seismic Certification" form. When a code equivalency study is required, it shall be attached to the structural engineer’s certification. During the design and development stages of construction, all design and engineering documents, including structural engineering calculations shall be made available within twenty-four (24) hours, after a verbal request from Government personnel to review said documents, or in another time frame agreed to in writing by the RECO.

The sole purpose of this clause is to require the Lessor to certify that the end product of any renovation or alteration described in this provision meets the seismic standards of the National Earthquake Hazard Reduction Program (NEHRP), Interagency Committee on Seismic Safety in Construction (ICSSC) Recommended Practice-8 (RP-8). This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the "Life Safety Compliance/Seismic Certification” form, the Government at its discretion may require the Lessor to meet the agreed upon standard or may terminate this Lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this Lease.   
  
**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.   
  
**6.6.14 Construction Waste Management (09/2020)** This clause is optional for use in standard space leases where build out will occur. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO Space.  
  
A. The Lessor shall reuse or recycle construction and demolition waste to the maximum extent practicable and economically feasible. Items that shall be considered for recycling include: asphalt, bricks, concrete and masonry, metals, wood, cardboard, carpet, gypsum drywall, and ceiling tiles.

B. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

C. The Lessor agrees, upon request, to provide the Government with additional information concerning the execution of construction waste recycling activities.   
  
**6.6.15 Green Label Certification for Sustainability Verification (09/2020)** This clause is optional in standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO Space.  
  
Following award of this Lease, the Lessor shall submit the information set forth herein to the facility manager, to be maintained on site, within the designated time frames:

A. Product Data Sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted no later than the date of submission of the final Design Intent Drawings for the leased space, as outlined in the "Design Intent Drawings" clause.

B. Any waiver required by the failure or inability of the Lessor to use materials from the CPG and Recovered Materials Advisory Notice (RMAN) lists of acceptable products are due within [insert number of business days] business days to the facility manager and copy to the RECO.

C. Radon test results as may be required in accordance with the "Radon" clause.

D. Construction Waste Management Plan - Prior to issuance of the notice to proceed with construction, a proposed plan to recycle construction waste that follows industry standards must be submitted by the Lessor. The construction waste management plan shall at a minimum, include:

1. The Lessor's Waste Management Diversion goal;

2. A statement of the relevant construction debris and materials to be diverted;

3. Lessor's implementation protocols; and

4. The names and contact information of the parties responsible for implementing the plan.  
The Lessor must provide documentation of the actual percentage of material diverted from the applicable landfill. If the quantity of material to be diverted is small, the waste disposal method is determined to be extraordinarily complex, or the cost of such diversion and recycling efforts would be cost-prohibitive and, consequently, would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the facility manager and copy to the RECO, may permit an alternative means of disposal.

E. Building Recycling Service Plan - A building recycling service plan with floor plans annotating recycling area(s) shall be submitted as part of the Design Intent Drawings to be reflected on the Construction Drawing submission.

F. The Lessor shall provide to the RECO a signed statement explaining how all HVAC systems serving the leased space shall achieve the desired ventilation of the space during the flush-out period.

G. Prior to the submission by the Lessor of the completed Design Intent Drawings, the Lessor shall submit to the RECO a written commissioning plan that includes:

1. A schedule of systems commissioning dates (revised as needed during all construction phases of the project, subject to the review and approval of the RECO in accordance with the "Changes" clause; and

2. A description of how commissioning requirements shall be met and confirmed.  
  
**SECTION 6.7: SERVICES, UTILITIES, AND 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.   
  
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.

**6.7.2 Janitorial Services (09/2020)** This clause is required when applicable in all standard space leases unless FAA contracts separately for janitorial services.

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

A. Selection of Cleaning Products and Equipment - The Lessor must use environmentally preferable janitorial cleaning products, such as those that meet or are equivalent to Green Seal Standard GS-37 and/or the EPA Safer Choice label.

1. The Lessor shall provide to facility management the FAA Safety Data Sheets (SDS) for all chemicals used for cleaning purposes prior to their use at the facility.

B. Selection of Paper Products - The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the Environmental Protection Agency's (EPA) Comprehensive Procurement Guidance (CPG).

C. Schedule of Cleaning - Cleaning shall be performed after the hours defined in this Lease, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule for the required cleaning services and their frequencies. A schedule is set forth below:

1. Daily:

a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).

b. Vacuum all carpeted areas, as needed.

c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.

d. Clean restrooms:

i. Clean restroom fixtures and chrome fittings.

ii. Clean and refill all dispensers (including deodorant material)

iii. Wet mop restroom floors.

iv. Sanitize sinks, toilets, toilet seats, and urinals.

v. Spot wash walls, partitions, and doors.

e. Furnish and maintain constant supply of deodorant material and paper products.

f. Wash all drinking fountains.

g. Refill hand sanitizer dispensers in common areas, where applicable.

2. Weekly:

a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).

b. Damp mop all non-carpeted floors.

c. Vacuum all carpeted areas.

3. Monthly:

a. Wash waste baskets.

b. Wax and buff all non-carpeted floors.

c. Clean or wash walls as needed to present a neat appearance.

d. Dust all ledges and flat surfaces within reach.

e. Dust and clean all light fixtures.

f. Dust and clean all window blinds.

g. Wash restroom walls, partitions, and doors.

4. Annually

a. Strip old wax from all floor space and rewax.

b. Shampoo all carpeted floors.

<If new space, insert "Within 60 days after occupancy by the Government,"> The Lessor shall provide the RECO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.   
  
**6.7.3 HVAC (09/2020)** This clause is required in all standard space leases. RECO's must consult a FAA engineer for changes to clause.  
  
All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round or as dictated in the most recent version of ASHRAE Standard 62, "Ventilation for Acceptable Indoor Air Quality" and ASHRAE Standard 55, "Thermal Environmental Conditions for Human Occupancy". These temperatures must be maintained during hours of operation (as dictated by the lease) throughout the leased premises and service areas regardless of outside temperatures.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, Lessor agrees to perform preventative maintenance on all HVAC units in accordance with the corresponding manufacturers operations and maintenance manuals (e.g. check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements). Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date) and provide the service data to the RECO and FAA facility manager. Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.   
  
**6.7.4 Maintenance of Grounds, Walkways and Parking Areas (09/2020)** This clause is required in all standard space leases to ensure all grounds, walkways, and parking areas are maintained in good condition, including, but not limited to snow removal.  
  
The Lessor shall maintain in good condition landscape plants, lawns, walkways and parking areas. The Lessor shall also remove snow, ice and any other obstructions from the entrances, walkways and parking areas around the premises, prior to and during the normal business hours set forth in the “Service, Utilities, and Maintenance of Premises” clause.   
  
**6.7.5 Landscaping (09/2020)** This clause is required when applicable in standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO Space.  
  
A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent or minimize pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;  
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and  
3. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

**6.7.6 Pest Control (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO Space.  
  
Pesticide application to exterminate and control pests within the leased premises can be performed per periodic schedule for preventative maintenance and according to need with 24-hour notification to the FAA facility management. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the FAA facility management. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the HVAC system is in operation, nor within the leased premises during normal working hours or when the HVAC system is in operation.  
  
**SECTION 6.8: ENVIRONMENTAL OCCUPANCY SAFETY AND HEALTH CLAUSES**  
  
**6.8.3 Fire and Life Safety Requirements (09/2020)** This clause is required in all standard space leases. Changes must be approved by FAA Fire and Life Safety.  
  
The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements:

A. Construction features of the building must comply with state and local building codes in effect at the time of construction or most recent modification.

B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.

C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and the equivalencies or alternative methods use by the Lessor as alternative methods of compliance. Each approach used as alternative method of compliance must be documented in accordance with the Equivalency and Technical Documentation requirements of NFPA 101, signed by a Fire Protection Engineer, licensed in the subject property’s state, and a copy must be provided to the RECO.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this. If construction or modifications to the leased premises are undertaken at any time during the term of this lease, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards and all requirements of OSHA 29 CFR 1910. The party initiating the construction or modifications is responsible for funding the upgrade of fire and life safety systems, construction or modification to the leased facility must never decrease the level of fire and life safety provided.

Regardless of local code requirements, when the leased space (including garage areas under lease by the Government) is on the 6th floor or above, or below grade, automatic sprinklers are required. All Airport Traffic Control Towers must meet the requirements of OSHA’s Alternate Standard for Fire Safety in Airport Traffic Control Towers and the NFPA 101. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

When leased space is located in multi-tenant buildings, the Lessor is responsible for the following:

A. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan.

B. Publishing and making copies of the EAP and Fire Prevention Plan, and making them available to all FAA leased space occupants.

C. Conducting fire or other emergency evacuation drills, at least annually.

D. Conducting review and modification of the EAP and Fire Prevention Plan at least annually.

E. Inviting FAA representation to develop, review and modification of the EAP and Fire Prevention Plan.  
  
**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.   
  
OR  
  
**6.8.6-1 Environmental and Occupational Safety Health (EOSH) Requirements for ATCT (09/2020)** This clause is required when applicable in standard space leases for ATCT   
only. Changes must be approved by ATO EOSH.  
  
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. OSHA The Alternate Standard for Fire Safety in Airport Traffic Control Towers (For ATCTs only)

D. National Fire Protection Association (NFPA) 101

E. FAA Order 3900.19, FAA Occupational ad Health Program

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

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

H. Local and state EOSH regulations

I. Local and state fire codes and building codes.

J. 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 must 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.   
  
**6.8.7 Recycling (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.  
  
Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the leased space, the Lessor shall comply with state and/or local law, code, or ordinance. In all other cases, the Lessor must establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.   
  
**6.8.8 Indoor Air Quality (09/2020)** This clause is required in all standard space leases. Changes must be approved by ATO EOSH.  
  
The Lessor must control contaminants at the source and/or operate the space in such a manner that the indicator levels are not exceeded for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (CH2O). The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO2 - 700 PPM above outdoor air; CH2O - 0.027 PPM. All indoor air contaminant levels in leased space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality systems cleaning is required to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these.

During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy.

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

The Lessor must provide SDS to FAA facility management for all chemicals and cleaning solutions at least 24 hours prior to their use in the FAA spaces or other areas of the buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.   
  
**6.8.9 Mold Growth Identification and Control (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.  
  
The Lessor must control mold growth and their sources including excessive levels of moisture and humidity. Adequate air quality, moisture control and facility cleaning are required to prevent the growth of mold, mildew, and bacteria. Any visual evidence requires immediate sampling and remediation by the Lessor.

Following a water-intrusion event, the Lessor must identify the water source and immediately implement water-extraction and -drying efforts. Once the water source is identified, the Lessor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24-48 hours of water damage from clean water sources (e.g., water supply lines, rainwater, and snowmelt from rooftops), all building materials must be thoroughly dried to a moisture level that will prevent mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation contractors training and licensing must be followed.

The Lessor must coordinate with the FAA facility management and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems.  
  
**6.8.10 Drinking Water 09/2020** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.  
  
The Lessor must ensure that drinking water provided in the leased space meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C. 300. The Lessor must test the sources of drinking water in the leased space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years, to ensure water quality (e.g., lead, copper, total coliforms). If the Lessor performs plumbing and/or renovation work in the leased space that impacts the drinking water (i.e., replacement of water lines), the Lessor must test the drinking water in the system affected by the plumbing and/or renovation work. The Lessor must implement corrective actions if the drinking water test results are not acceptable under the Safe Drinking Water Act criteria. The Lessor must notify the Government prior to performing all tests and provide a copy of any test report to the RECO and facility management.   
  
**6.8.11 Halon (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.  
  
Halon must not be used as a fire extinguishing system in any FAA leased space.   
  
**6.8.12 Radon (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.   
  
Lessor must provide the FAA with a Radon Evaluation Report for the leased facility when requested. Radon air levels in FAA leased premises must not exceed the level of 4.0 picocuries per liter (pCi/L). If radon levels are found to be at or above 4.0 pCi/L, the Lessor must immediately notify the RECO and FAA facility management of its finding and its plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Radon testing shall be done by a radon professional certified according to state and local requirements using US EPA approved testing methods.  
  
**6.8.13 Asbestos (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.  
  
The Lessor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:

A. 29 CFR 1910.1001, Asbestos (General Industry)

B. 29 CFR 1926.1101, Asbestos (Construction)

C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA)

D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)

E. State and local asbestos regulations

The Lessor warrants that, notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, all leased space under this lease, including, but not limited to;

• Space 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, and

• Public spaces and common use space (e.g., lobbies, hallways)

Will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements.

The RECO must notify the Lessor in writing of any failure to comply with asbestos requirements, within five (5) days after the discovery thereof. All facilities are required to have a current and thorough asbestos building survey or an asbestos free certification (in accordance with federal, state or local regulations, and including sampling of all materials that have the potential to contain asbestos) conducted by a qualified inspector, including a visual examination and build sampling. All asbestos containing materials (ACM) survey reports must be send to the RECO and FAA facility management.

If ACMs are found to be in the leased space, either prior to acceptance or during the course of the lease agreement, the Government reserves the right to require the Lessor, at no cost to the Government, to take corrective action as required by OSHA, EPA, state and local requirements. In accordance with these regulations, the Lessor must post asbestos warning labels and signs in accordance with OSHA regulations.

In addition, all construction by the Lessor is required to comply with OSHA, EPA, state and local requirements for asbestos. Prior to the start of any construction, renovation or maintenance activities that impact building materials, the Lessor must determine whether ACM will be impacted as part of the work. If ACM will be impacted, the Lessor must notify the FAA and take corrective actions to prevent FAA employees from exposure to asbestos fibers. Corrective actions must be coordinated with the FAA at least 30 days prior to the start

After ACM remediation is performed, the Lessor must adhere to regulatory required post-asbestos abatement air monitoring program requirements. As a part of this process, the Lessor must provide the RECO and the FAA facility manager with an asbestos re-inspection report indicating the location and condition of all remaining ACM in the FAA leased areas and common areas of the facility. If the Lessor supplies the janitorial or maintenance contracts, those employees must be informed of the presence and location of asbestos at the facility.

"Corrective Action", as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by qualified, licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements.   
  
**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).   
  
**6.8.15 Electrical Safety (09/2020)** This clause is required in all standard space leases. Changes must be approved by Service Area ATO EOSH or ROSHER for non-ATO.  
  
The Lessor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

A. 29 CFR 1910, Subpart S, Electrical

B. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards

C. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements

D. National Fire Protection Association (NFPA) 70, National Electrical Code

E. NFPA 70E, Electrical Safety in the Workplace

F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment

G. DOT Standard FAA-STD-019E, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment

The Lessor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment requires review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements. Contact FAA facility manager for procurement of electronic equipment for applications in the National Airspace System (NAS).  
  
**SECTION 6.9: SECURITY CLAUSES**  
  
**6.9.1 Facility Security (09/2020)** This clause is required in all standard space leases. Any   
changes should be approved by service area security contact.  
  
Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this Lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this Lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this Lease agreement:

[INSTRUCTIONS to RECO: List security requirements received from the Servicing Security Element (SSE) here. If you did not receive a list of security requirements from the SSE, then insert 'None' here]

The local Servicing Security Element (SSE) will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this Lease.   
  
**6.9.2 Foreign Nationals as Contractor Employees (09/2020)** This clause is required in all standard space leases. Must also be used in FAA Screening Information Requests and contract actions where the contracting and operating offices and/or the Servicing Security Element (SSE) determines that it is necessary to restrict access or work on a contract to individuals identified as United States citizens or as otherwise noted in the clause. Any changes must be approved by the SSE.  
  
A. Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.

B. Each contractor or subcontractor employee under this contract, having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or a foreign national who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

C. Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

1. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

2. A risk or sensitivity level designation can be made for the position; and

3. The appropriate security-related background investigation/inquiry can be adequately conducted.

D. Foreign Nationals proposed under this contract must meet the following additional conditions:

1. Provide a current unexpired passport and Place of Birth in order to attain a favorably adjudicated Security background check in accordance with the FAA Order 1600.72A, Contractor and Industrial Security Program; and,

2. Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

E. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.  
  
**6.9.3 Lessor Personnel Suitability Requirements (09/2020)** This clause is required in all standard space leases where the Lessor’s employees, agents, subcontractors, or consultants are required to have unescorted access in accordance with FAA Order 1600.72 and 1600.73. Any changes must be approved by the SSE.  
  
1. No Lessor employee, subcontractor, or consultant will be allowed a) unescorted access to any FAA facility; b) access to FAA sensitive information; or c) access to FAA systems or resources, unless they have been authorized by the FAA Office of Personnel Security (AXP).

2. Consistent with FAA Order 1600.72A, AXP must approve designated risk levels for the positions under the lease, to be determined by the FAA Operating Office (the organization with the requirement) using the OPM Position Designation Automated Tool (PD Tool).

3. For all Lessor employees, subcontractors, or consultants requiring access to FAA facilities, sensitive information, systems, or resources, the Lessor must submit to their responsible AXP office a point of contact (POC) who will be responsible for entering all Lessor applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov).

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

a. Send the applicant an e-mail (this step may be delegated to VAP POC) stating that the applicant must complete a form through the electronic Questionnaires for Investigations Processing (eQIP) system;

b. Instruct the applicant how to enter and complete the eQIP form;

c. Provide where to send/fax applicable forms; and

d. Provide instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material, within fifteen (15) days of receiving the e-mail from AXP. For items to be submitted outside eQIP, the Lessor must submit the required information, referencing the lease number to their responsible AXP office identified below:

For Headquarters Contracts:

Manager, Personnel Security Suitability Branch, AXP-320

800 Independence Avenue, S.W., Room 315

Washington, D.C. 20591

Regional and Center Contracts:

(INSTRUCTION: Insert appropriate Regional or Center information here or enter "none" if not applicable and REMOVE THIS INSTRUCTION, prior to issuing lease)

6. No Lessor employee, subcontractor, or consultant will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and RECO.

7. No Lessor employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card unless they have been granted an Interim or Final Suitability from AXP.

8. The Lessor must update the VAP within twenty-four (24) hours after any Lessor employee is terminated or transferred from the contract. If the FAA issued the Lessor employee a PIV card, the Lessor must collect the card and return it to AXP within five (5) business days of the employee's termination or transfer.

9. The RECO will provide notice to the Lessor within 24-hours after receipt of a determination that the Lessor or its employee has not complied with security-related lease requirements, security related FAA Orders, or if a Lessor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the Lessor to remove its employee's access to FAA premises or networks, or otherwise remedy the employee’s performance.

10. The Lessor must immediately comply with the RECO's direction to remedy its security performance at the Lessor’s expense, including removing the employee from FAA premises and networks. If the Lessor’s employee is working under an interim suitability authorization, the Lessor must take appropriate action, including the removal of the Lessor employee from working under the FAA lease, at their own expense. Once action has been taken, the Lessor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the RECO may require Lessor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting and background reinvestigations required under Federal Investigative Standards. In this event, the Lessor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. Lessor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Lessors without access to eLMS please see https://my.faa.gov/org/linebusiness/ash/programs/savi.html for instructions.

13. The Lessor and/or subcontractor(s) must contact the RECO and AXP within one business-day in the event an employee is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Lessor becomes aware of any information that may raise a question about the suitability of a Lessor employee.

14. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease, and may result in suspension or revoked access to FAA assets for the Lessor’s employee.

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

16. The Lessor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under FAA Order 1600.72 do not apply.  
  
**6.9.4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (09/2020)** This clause is required in all standard space leases where the Lessor’s employees, agents, subcontractors, or consultants are required to have access to FAA systems or facilities. Any changes should be approved by SSE.  
  
A. It may become necessary for the Government to grant access to FAA systems or issue Government property or sensitive information to Lessor's employees. Prior to or upon completion or termination of the work required hereunder, the Lessor must return all such Government property and sensitive information and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the RECO. When Lessor's employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

B. In the event such Government property or sensitive information are lost, stolen, or not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the lease, withhold the value of the asset for each item of Government property or sensitive information not returned. If the Government Property or sensitive information are not returned within thirty (30) calendar days from the date the withholding action was initiated, any amount so withheld is forfeited by the Lessor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the Lessor must additionally report such a loss, theft, or non-return within one (1) hour to the FAA Security Operation Center (phone 1(866)580-1852 (Option 1) or email 9-AWA-SOC@faa.gov).

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

D. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the Lessor in connection with the lease and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section B apply.

E. All Government property must be approved by the facility manager who will require the Lessor employee to sign a receipt for each item. Lost or stolen Government property or sensitive information must immediately be reported concurrently to the facility manager and the FAA SOC at the telephone number and email address listed under section B above.

F. Each Lessor employee, during all times of on-site performance onboard a facility, must prominently display his/her current and valid FAA Personal Identity Verification (PIV) card on the front portion of his/her body between the neck and waist. Each FAA PIV card holder must not affix pins, stickers, or other items to the card.

G. Prior to any Lessor's employee obtaining a FAA PIV Card or other Government property, in accordance with FAA Order 1600.78 the Lessor is required to:

a. Enter data for each employee into the VAP as described in AMS clause 6.9.3, Lessor Personnel Suitability Requirements.

b. The Office of Personnel Security (AXP) will determine whether final suitability can be granted due to:

i. Existence of a previous investigation that meets reciprocity requirements, or:

ii. Initiate the Lessor's applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms.

c. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the AXP.

d. Authorization for the Lessor employee to begin work will be an Interim or Final Suitability notification from AXP.

H. To obtain the PIV card, in accordance with FAA Order 1600.78 Lessor's employee must:

1. Submit an identification Card/Credential Application (DOT 1681) using the automated system located at https://idms.faa.gov/1681. The application must be approved by the RECO.

2. The Lessor’s employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator).

3. The Lessor must contact the AXP to obtain the procedures for obtaining their PIV Card.

I. The Lessor is responsible for ensuring final off-boarding is accomplished for all departing employees. This includes termination, resignation, retirement, death, change of employment status (i.e., transferring from a Lessor employee to a FAA employee), transfer to another FAA lease, and extended leave of absence. The Lessor may appoint an off-boarding coordinator oversee the off-boarding process.

a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the Lessor employee must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Checklist" (located in FAA Procurement Forms) to the Facility Manager no later than thirty (30) calendar days after the employee's departure. The Lessor must ensure that the Checklist confirms that all applicable Government property and sensitive information (including Classified National Security Information (CNSI)) has been collected and access to all FAA assets has been terminated.

b. When the Lessor is not collocated or within local driving distance of the responsible AXP office, the Lessor must collect the Personal Identity Verification (PIV) Card and any other tokens and provide to the Facility Manager within one (1) business day of receiving the Card/tokens from the departing employee.

c. In event that the Lessor employee departs without completing the Checklist, the Lessor is responsible for completing and submitting the Checklist on the employee's behalf.

d. The VAP must be updated within twenty-four (24) hours for the departing employee.

e. The Lessor must also comply with any local Employee Off-Boarding Checklists in use at FAA facilities.

**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 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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| --- | --- | --- | --- |
| Number | Title | Date | Number of Pages |
| 1 | DRAWINGS/FLOOR LAYOUT |  |  |
| 2 | LESSOR’S ANNUAL COST STATEMENT |  |  |
| 3 | ESTOPPEL CERTIFICATE |  |  |
| 4 | FAA SAFETY & ENVIRONMENTAL CHECKLIST |  |  |
| 5 | EVIDENCE OF COMPLIANCE WITH 6.6.10 AND 6.6.12-  SEISMIC SAFETY |  |  |
| 6 | EVIDENCE OF COMPLIANCE WITH 6.3.7- ACCESSBILITY/ABAAS |  |  |
| 7 | EVIDENCE OF COMPLIANCE WITH 6.8.10- DRINKING WATER |  |  |
| 8 | EVIDENCE OF COMPLIANCE WITH 6.8.13- ASBESTOS |  |  |
| 9 | EVIDENCE OF COMPLIANCE WITH 6.8.12- RADON |  |  |
| 10 | CERTIFICATE OF AUTHORIZATION |  |  |
|  |  |  |  |
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