



AGENDA STAFF REPORT

ASR Control 23-000557

**MEETING DATE:** 07/25/23  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 5  
**SUBMITTING AGENCY/DEPARTMENT:** John Wayne Airport (Pending)  
**DEPARTMENT CONTACT PERSON(S):** Charlene Reynolds (949) 252-5183  
 Kim Kitko (949) 252-5291

**SUBJECT:** Approve Lease with Transportation Security Administration

<b>CEO CONCUR</b> Pending Review	<b>COUNTY COUNSEL REVIEW</b> Pending Review	<b>CLERK OF THE BOARD</b> Discussion 4/5 Vote
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**Budgeted:** Yes                                      **Current Year Cost:** N/A                                      **Annual Cost:** N/A  
**Staffing Impact:** No                                      **# of Positions:**                                      **Sole Source:** No  
**Current Fiscal Year Revenue:** See Financial Impact  
**Funding Source:** N/A                                      **County Audit in last 3 years:** No  
**Levine Act Review Completed:** N/A  
**Prior Board Action:** 9/25/2018 #23

**RECOMMENDED ACTION(S):**

1. Find that the project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1, pursuant to CEQA Guidelines Section 15301.
2. Approve and execute a U.S. Government Lease for Real Property with The Transportation Security Administration for security services support offices, effective October 1, 2023, through September 30, 2033.
3. Authorize the Airport Director or designee to extend the Lease with The Transportation Security Administration for two additional five-year terms at a negotiated and agreed rental rate with the County of Orange.

**SUMMARY:**

Approving a new U.S. Government Lease for Real Property with The Transportation Security Administration will provide continued support offices for security screening services at the Thomas F. Riley Terminal Building.

## **BACKGROUND INFORMATION:**

John Wayne Airport (JWA) seeks Board of Supervisors (Board) approval of the U.S. Government Lease for Real Property (Lease) with The Transportation Security Administration (TSA) for the use of 3,688 square feet of exclusive use space in the Thomas F. Riley Terminal Building, to support passenger and baggage screening.

TSA is responsible for screening passengers and checked baggage at JWA. TSA provides the staff for and operates the security checkpoints in Terminals A, B, and C. The security screening includes checking passenger identification and boarding passes to ensure that only ticketed passengers are entering the secure side of the airport, operating the passenger screening equipment at the checkpoints, and the checked baggage screening equipment in the baggage screening rooms. The Lease is for the offices that support the security screening processes.

On September 25, 2018, the Board approved a five-year lease with TSA to use support space at the Thomas F. Riley Terminal Building, which will expire on September 30, 2023.

### **Lease Agreement**

The term of the new Lease is 10 years beginning on October 1, 2023, with an initial annual rent of \$342,468. The annual rent adjusts by five percent automatically and includes reimbursement for utilities and janitorial. The Lease authorizes using approximately 3,688 square feet of exclusive use space, including office space, break rooms, locker rooms, computer rooms, and a screening manager's office. The exclusive use space does not include any area associated with checkpoint or baggage screening operations.

### **Option to Extend the Lease**

JWA requests Board approval to authorize the Airport Director or designee to extend the Lease for two additional five-year terms at a negotiated and agreed rental rate with the County of Orange (County). TSA will exercise its option by providing a Notice of renewal in the form of a Supplemental Lease Agreement (SLA) 120 days before the lease or renewal term expires.

Either the County or TSA can terminate at any time during the term of this Lease with 60 calendar days written notice to the other if (i) regularly scheduled commercial air services cease, (ii) JWA opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at JWA due to a reduction in deplanements.

**Compliance with CEQA:** The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 because it involves a lease of a public facility involving negligible or no expansion of the existing use.

## **FINANCIAL IMPACT:**

Revenues related to the Lease are included in Fund 280, Airport Operating Fund, FY 2023-24 Budget, and will be included in the budgeting process for future years.

The revenue to JWA for TSA's Lease Term of October 1, 2023, through September 30, 2033, will be \$4,083,530.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – U.S. Government Lease for Real Property

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: **10/01/2023** LEASE NUMBER: **70T017-23-L-RECAND03**


THE TRANSPORTATION SECURITY ADMINISTRATION  
IN  
(Santa Ana), (CA)

NAME: Tasha R. Hill  
TITLE: Contracting Officer

The information collection requirements contained in this Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

JWA PM 1121-0360-0185  
6/5/23

1 of 10

INITIALS: LESSOR & GOV'T 

**1.0 RECITALS**

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101 - the Aviation and Transportation Security Act (ATSA), to oversee security measures at all United States and U.S. territories Airports
- B. The TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. TSA desires to lease certain facilities on the airport premises for administrative offices and break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this LEASE.

**2.0 AGREEMENT**

THIS LEASE, made and entered into this date by and between County of Orange, organized and existing under the laws of the State of California,

Whose address is: 18601 Airport Way  
Santa Ana, CA 92707

And whose interest in the property hereinafter described is that of **OWNER** hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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

**2.1 AMOUNT AND TYPE OF SPACE**

The Lessor hereby leases to the Government the following described premises:

- A. A total of 3,688 rentable square feet (RSF) of office and related space, which yields 3,688 ANSI/BOMA Office Area square feet (USF) of space, located in various spaces at the John Wane Airport, 18601 Airport Way, Santa Ana, CA 92707 as indicated on the attached Floor Plan, to be used by TSA for personnel, furnishings, and equipment.
- B. The common area factor for the leased premises occupied by the Government is established as 1.00.
- C. Space is offered "as is."
- D. The premises are as shown on Exhibit A Floor Plan and more particularly described in Exhibit B Leased Premises Description incorporated herein by reference.

**2.2 LEASE TERM**

TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years commencing on 10/01/2023 and continuing through 09/30/2033 inclusive.

In the event the TSA shall continue in possession of the Leased Premises after the term of this LEASE, such possession shall not be considered an extension or renewal of this LEASE but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this LEASE.

**2.3 RELOCATION RIGHTS**

The Lessor in its sole discretion may, if it becomes necessary in the orderly development of the Airport Terminal, require the relocation of Premise to other space at the Airport Terminal which, in the reasonable judgment of Lessor, is similar and suitable for the purpose for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, Government agrees to move its personal property and equipment, at Government's sole cost and expense, to the new location prepared by Lessor upon 120 days' prior written notice. Lessor shall be responsible for all other Tenant Improvement (TI) costs for such relocation, including meeting TSA's Physical Security and IT POR requirements. The Lessor shall not relocate the Government from original Premises until all Tenant Improvements for new Premise is complete, reasonably acceptable for its purpose by the Government, and operational. Lessor shall provide such relocation Premises at the same rental rate as the original Premises unless the new Premises is located in an area that Airport charges a lower rate.

**2.4 RENEWAL OPTION**

This lease may be renewed at the option of the Government for the following two (2) additional five (5) year terms, at a negotiated agreed upon rate between the Lessor and the Government, provided notice of exercise be given in writing to the Lessor in the form of a Supplemental Lease Agreement (SLA), at least one hundred and twenty calendar days (120) before the end of the original lease term or any renewal term, and provided annual appropriations are available. All other terms and conditions of this lease shall remain the same during any renewal term and continue through any subsequent renewal periods. Notice of renewal to the Lessor shall be computed commencing with the day after the date of mailing.

**2.5 TERMINATION RIGHTS**

The Parties reserve the right to terminate this lease at any time during the term of this lease with sixty (60) calendar days written notice to the Lessor or TSA if (i) regularly scheduled commercial air services ceases, (ii), airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a

reduction in deployments. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

## 2.6

### RENTAL RATE

The Government shall pay the Lessor annual rent of \$92.86, inclusive of common share utilities, from the period beginning October 01, 2023 continuing through September 30, 2033. The rentals for this contract are outlined below and is as follows:

Year	Period of Performance	Cost Per SF	Price per Month	Annual Amount
0001	10/01/2023 – 09/30/2024	\$ 92.86	\$ 28,538.97	\$ 342,467.68
0002	10/01/2024 – 09/30/2025	\$ 96.33	\$ 29,603.88	\$ 355,246.60
0003	10/01/2025 – 09/30/2026	\$ 99.96	\$ 30,722.04	\$ 368,664.47
0004	10/01/2026 – 09/30/2027	\$ 103.78	\$ 31,896.10	\$ 382,753.23
0005	10/01/2027 – 09/30/2028	\$ 107.79	\$ 33,128.87	\$ 397,546.42
0006	10/01/2028 – 09/30/2029	\$ 112.01	\$ 34,423.27	\$ 413,079.28
0007	10/01/2029 – 09/30/2030	\$ 116.43	\$ 35,782.40	\$ 429,388.78
0008	10/01/2030 – 09/30/2031	\$ 121.07	\$ 37,209.48	\$ 446,513.75
0009	10/01/2031 – 09/30/2032	\$ 125.95	\$ 38,707.91	\$ 464,494.98
0010	10/01/2032 – 09/30/2033	\$ 131.07	\$ 40,281.27	\$ 483,375.26

Rent for a lesser period shall be prorated based on a thirty (30) day month. Rent shall be payable in arrears and will be due on the first workday of each month. If the date for commencement of the lease falls after the 15th day of the month, and the initial rental payment shall be due on the first workday of the second month following the commencement date.

### **SUBMISSION OF INVOICES – COMMERCIAL**

- (a) Background: The Transportation Security Administration (TSA) partners with the United States Coast Guard Finance Center for financial services in support of TSA operations, including the payment of contractor invoices. Therefore, all contractor invoices must be submitted to, and will be paid by, the U.S. Coast Guard Finance Center (FinCen).
- (b) Invoice Submission Method: Invoices may be submitted via facsimile, U.S. Mail, or email. Contractors shall utilize **ONLY ONE** method per invoice submission. The submission information for each of the methods is as follows in order of preference:
- 1) Facsimile number is: 757-413-7314

The facsimile number listed above shall be used by contractors for ORIGINAL invoice submission only. If facsimile submission is utilized, contractors shall not submit hard copies of invoices via the U.S. mail. It is the responsibility of the contractor to verify that invoices are received, regardless of the method of submission used. Contractors may inquire regarding the receipt of invoices by contacting the U.S. Coast Guard Finance Center via the methods listed in subparagraph (e) of this clause.

- 2) U.S. Mail:
  - United States Coast Guard Finance Center
  - TSA Commercial Invoices
  - P.O. Box 4111
  - Chesapeake, VA 23327-4111
- 3) Email Invoices:

FIN-SMB-TSAINVOICES@USCG.MIL or www.fincen.uscg.mil

- (c) Invoice Process: Upon receipt of contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer's Technical Representative and/or Contracting Officer for review and approval. Upon approval, the TSA will electronically route the invoices back to FinCen. Upon receipt of certified invoices from a Authorized Certifying Official, FinCen will initiate payment of the invoices.
- (d) Payment Status: Contractors may inquire on the payment status of an invoice by any of the following means:
- (1) Via the internet: <https://www.fincen.uscg.mil>  
Contacting the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757)523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.
  - (2) Via the [Payment Inquiry Form](https://www.fincen.uscg.mil/secure/payment.htm): <https://www.fincen.uscg.mil/secure/payment.htm>
- (e) Invoice Elements: Invoices will automatically be rejected if the information required in subparagraph (a)(2) of the Prompt Payment Clause, contained in this Section of the Contract, including EFT banking information, Taxpayer Identification Number

(TIN), and DUNS number are not included in the invoice. All invoices must be clearly correlate invoiced amounts to the corresponding contract line item number and funding citation.

(f) Supplemental Invoice Documentation: Contractors shall submit all supplemental invoice documentation (e.g. copies of certified time sheets (as applicable), subcontractor invoices, receipts, signed receiving reports, travel vouchers, etc.) necessary to approve an invoice along with the original invoice. The Contractor invoice shall contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Invoice charges shall be billed per appropriate Contract Line Item Number (CLIN), period of performance and obligated funding. Unless otherwise authorized by fiscal law, funding from one CLIN may not be utilized to offset charges on another CLIN, specifically if it is different accounting and appropriation data. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer's Technical Representative.

(g) Frequency of invoice submission: *Invoices for services not included in the rent shall be submitted on a monthly basis for the prior month's services (in arrears).*

(h) **SAM REGISTRATION (AUG 2008)**

The Lessor must have an active registration in the Systems for Acquisition Management (SAM) System (via the Internet at SAM HTTP://WWW.SAM.GOV) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the SAM system."

**3.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION**

**3.1 SERVICES, UTILITIES, MAINTENANCE**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- |  |  |  |   |  |
|--|--|--|---|--|
| <input checked="" type="checkbox"/> HEAT               | <input checked="" type="checkbox"/> TRASH REMOVAL    | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY        | <input type="checkbox"/> CHILLED DRINKING WATER      | <input type="checkbox"/> WINDOW WASHING              | <input type="checkbox"/> PAINTING FREQUENCY _____                                 |  |
| <input type="checkbox"/> POWER (Special Equip.)        | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____                                      | Space _____   |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES  | <input checked="" type="checkbox"/> CARPET CLEANING  | Public Areas _____  |  |
| <input type="checkbox"/> SNOW REMOVAL                  | <input type="checkbox"/> JANITORIAL SERV. & SUPP.    | Frequency <u>quarterly</u>                           |   |  |

TSA would call the Service Desk at (949) 852-4004 or by email at [SERVICEDESK@OCAIR.COM](mailto:SERVICEDESK@OCAIR.COM).

**3.2 MEASUREMENT OF SPACE**

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

- For the purposes of this Lease, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
- ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

**3.3 NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 6 a.m. to 10 p.m. The Government shall have access to the leased space at all times without additional payment, during other than normal hours, including the use of necessary services and utilities such as electrical services, toilets, lights, elevators, and Government office machines.

**3.4 TOILET ROOMS**

Government employees shall have access to all public toilet facilities for men and women in the airport terminal at all times without additional payment.

**3.5 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

**3.6 HEATING AND AIR CONDITIONING**

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

**3.7 MAINTENANCE AND TESTING OF SYSTEMS**

- A. The Lessor is responsible for the maintenance and repair of the leased premises, excluding TSA's negligence. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative. TSA has accepted and is in possession of the leased premises.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

**4.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES****4.1 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES**

- A. The Lessor shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this Lease) building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- B. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

**4.2 SEISMIC SAFETY FOR EXISTING CONSTRUCTION**A. Definitions for the purpose of this paragraph:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "*Seismic Evaluation of Existing Buildings*". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://WWW.PUBS.ASCE.ORG).
3. "RP 6" means, "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NIST IR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>



- 4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
- 5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment B, together with any required attachments.
- 6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- 7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- 8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

B. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.

#### 4.3

##### ACCESSIBILITY

The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

#### 4.4

##### HAZARDOUS MATERIALS

The leased space shall be free of hazardous materials in compliance with all applicable Federal, State, and Local environmental laws and regulations including, but not limited to the following:

- A. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
  - a. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
  - b. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
  - c. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
  - d. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate an Actionable Mold problem, the Government may implement a corrective action program and deduct its costs from the rent.

#### 4.5

##### INDOOR AIR QUALITY

- A. The Lessor shall promptly investigate indoor air quality (IAQ) complaints presented by the TSA representative signing this document, and shall develop and implement, in consultation with GSA, the controls deemed necessary to address a given complaint.
- B. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

C. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

D. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

**4.6 RECYCLING**

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this Lease, the Lessor shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

**5.0 STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

**5.1 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY**

- A. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

**5.2 TELECOMMUNICATIONS**

- A. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor, with 72 hours' notice including required forms, shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Subject to review and approval by engineer.

**5.3 WAIVER OF RESTORATION**

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

The TSA shall be responsible for any damage caused by its equipment or employees to the extent provided by the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et seq.) ("FTCA"). As provided under the FTCA, the TSA shall be liable to persons damaged by personal injury, death, or injury to or loss of property, which is caused by negligent or wrongful act or omission of any employee of the TSA 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 TSA's liability beyond that existing under the FTCA at the time of such act or omission, or to preclude the TSA from using any defense available at law or equity.

Repair, replacement or reconstruction or improvements within the Leased Premises shall be accomplished in a manner and according to plans approved by Airport Director. Except as otherwise provided herein, termination of this Lease shall not reduce or nullify the TSAs

obligation under this paragraph.

**5.4 ALTERATIONS**

The Government, with the prior written approval of the Airport Director, shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**5.5 UNAUTHORIZED IMPROVEMENTS**

All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.

**5.6 SECURITY UPGRADES DUE TO IMMEDIATE THREAT**

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

**5.7 RIGHT OF ENTRY AND ACCESS CONTROL**

The Lessor may enter with reasonable notice, when possible, upon the Leased Premises at any time during the term of this Lease for any purpose necessary, incidental to or connected with the performance of its obligations under this Lease, in the exercise of its governmental functions, or in the event of any emergency.

The Lessor agrees to permit ingress and egress to the Leased Premises regulated by the Airport's Access Control System for use by the TSA's employees, invitees, and vendors.

**5.8 INSURANCE**

The TSA is a self-insured agency of the Federal Government. The TSA shall ensure that all contractors and subcontractors performing work at JWA provide the same insurance protection to the COUNTY as provided to the TSA. The TSA will include the COUNTY in the indemnity provision and on all endorsement requirements in contracts for work to be performed at JWA. A Certificate of Insurance naming the COUNTY and the required endorsements shall be provided upon request.

**5.9 ANTI-KICKBACK**

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

**5.10 OFFICIALS NOT TO BENEFIT**

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

**5.11 NOTICES**

All notices pursuant to this LEASE shall be addressed to either party as set forth below and shall be sent through the United States mail, in the State of California, duly registered or certified, return receipt requested with postage prepaid. If any notice is sent by a registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, the COUNTY may also provide notices to the TSA by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or the date of deposit in the United States Mail, respectively.

TO: COUNTY

Airport Director  
John Wayne Airport  
3160 Airway Avenue  
Costa Mesa, CA 92626

TO: TSA

Federal Security Director  
Transportation Security Administration  
18881 Von Karman Ave., Suite 1800  
Irvine, CA 92612-1543  
  
Tasha R. Hill, Contracting Officer  
Transportation Security Administration  
Real Estate Management Division – Direct Lease  
Branch  
200 W. Parkway Drive, Suite 300  
Egg Harbor Township, NJ 08234

Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.



**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	2	GSAR 552.270-11	SUCCESSORS BOUND
	3	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMET
	4	GSAR 552.270-24	STATEMENT OF LEASE
	5	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	GSAR 552.270-26	NO WAIVER
	7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	8	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	10		DEFAULT BY LESSOR
	11	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	12	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	13	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	14	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	15	GSAR 552.270-12	ALTERATIONS
	16	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	GSAR 552.270-31	PROMPT PAYMENT
	19	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	25	FAR 52.223-6	DRUG-FREE WORKPLACE
	26	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)

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ADJUSTMENTS	27	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	30	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	31	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	32	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	FAR 52.233-1	DISPUTES
LABOR STANDARDS	34	FAR 52.222-26	EQUAL OPPORTUNITY
	35	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	FAR 52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	46	FAR 52.204-2	SECURITY REQUIREMENTS
	47	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	48	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	49	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

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	50	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	51	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
OTHER	52		INTENTIONALLY DELETED
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

**2. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease 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 lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease 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 Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (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 lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor 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 Contracting Officer 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 Lessor under this lease, 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 lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer 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 lease, 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.

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**4. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. GSAR 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)**

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 the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

**8. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

**10. DEFAULT BY LESSOR (APR 2012)**

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
  - (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
  - (3) Grounds for Termination. The Government may terminate the Lease if:
    - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
    - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,
    - (iii) and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
  - (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
    - (i) Circumstances within the Lessor's control;
    - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
    - (iii) The condition of the Property;
    - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
    - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
  - (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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**11. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)**

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
  - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
  - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
    - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
    - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

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- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)**

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

**15. GSAR 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)**

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

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**17. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

*This clause is incorporated by reference.*

**18. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. 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.

(a) *Payment due date—*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
  - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) 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. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
  - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
  - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**19. FAR 52.232-23**

**ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

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reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## 20. PAYMENT (SEP 2022)

- (a) When space is offered and accepted, the amount of ABOA square footage delivered will be confirmed by:
  - (1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.
- (c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

## 21. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

*This clause is incorporated by reference.*

## 22. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

## 23. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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

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- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor
- (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee contract.
- (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**24. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

(Applicable to leases over \$150,000 total contract value.)

*This clause is incorporated by reference.*

**25. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**26. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**

(Applicable to leases over \$6 Million total contract value.)

*This clause is incorporated by reference.*

**27. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

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- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**28. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

*This clause is incorporated by reference.*

**29. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)**

*This clause is incorporated by reference.*

**30. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)**

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
- (1) An adjustment of the delivery date.
  - (2) An equitable adjustment in the rental rate.
  - (3) A lump sum equitable adjustment. or
  - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

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**31. GSAR 52.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**32. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**33. FAR 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**34. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**

*This clause is incorporated by reference.*

**35. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

**(b) Equal opportunity clause.** The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.**(c) Subcontracts.** The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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38. FAR 52.222-36

**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
  
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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- 39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**  
(Applicable to leases \$150,000 or more, total contract value.)  
*This clause is incorporated by reference.*
- 40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
- 41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)**  
(Applicable if over \$2,000,000 total contract value.)  
*This clause is incorporated by reference.*
- 42. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
- 43. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020)**  
(Applicable to leases over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
- 44. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)**  
(Applicable to leases over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
- 45. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
- 46. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)**  
(Applicable when the contract may require access to classified information.)  
*This clause is incorporated by reference.*
- 47. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**  
*This clause is incorporated by reference.*

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**48. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (JUL 2021)**

*This clause is incorporated by reference.*

**49. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

(a) *Definitions.* As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**50. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**

*This clause is incorporated by reference.*

**51. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

(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

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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.

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(b) *Prohibition.*

- (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 FAR [4.2104](#).
- (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 FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(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 shall 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; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall 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 shall describe the efforts it undertook to prevent use or submission

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**Statement of Work (SOW)  
Janitorial Services for the Transportation Security Administration (TSA) at the  
John Wayne International Airport (SNA)**

### **1.0 Organization**

*Government Entity:*

Transportation Security Administration  
Enterprise Support  
Security and Administrative Services (SAS)  
6595 Springfield Center Drive  
Springfield, VA 22598

*Service Location:*

John Wayne International Airport (SNA)  
Terminals A and B  
18601 Airport Way  
Santa Ana, CA 92707

### **2.0 Background and Objectives**

Janitorial services and pest control are required TSA leased space areas at the John Wayne International Airport (SNA) Santa Ana, CA. TSA currently occupies approximately 3.688 square feet of leased space onsite. The space is dedicated to supervisor offices, cubicles, training room kitchenette and breakroom spaces. The Contractor shall provide janitorial services five (5) days a week, for the space occupied by the TSA at SNA.

### **3.0 Scope of Work**

The Contractor shall provide all labor (as specified herein), oversight, uniforms and cleaning supplies including trash receptacle liners necessary for the janitorial maintenance service of TSA- occupied leased space at SNA five (5) days a week for approximately 3.688 square feet. The contractor is responsible for providing services that will keep the areas free of spills, dirt and debris. The Contractor is responsible for removing trash from the facility and disposing of trash in dumpsters located on airport property. The pest control should include all leased areas. An initial application should be placed for small insects and monthly maintenance is required afterward. The contractor shall ensure the facilities are cleaned according to all health, safety, and industry standards. In addition, the contractor will strip and buff tile floors as necessary when lease space is redesigned/reconfigured or when furniture is removed or re-located.

Janitorial services are required five (5) days a week. TSA requires janitorial services which includes cleaning and trash removal with minimum staff requirements: a minimum staff of two (2) janitors: one (1) janitor and one (1) working supervisor each shift. Each employee shall work two (2) hours per day, for a total of four (4) hours per day, between the hours of 6:00 a.m. and 5:00 p.m.

### **4.0 Technical Requirements/ Task**

#### **4.1 LEASED SPACE:**

Daily (Once a day unless otherwise noted):

- Empty all trash from receptacles and remove along with other boxes or articles appropriately marked "Trash" that is placed near the trash receptacles. Insert new liners in trash receptacles. **Completed twice per day.**
- Sweep and dust mop all hard surface floors and ensure they are free of spills, dirt and debris, including

- under safety or walk off mats.
- Clean and disinfect all tables, microwaves, countertops, outside surfaces of all appliances, water fountain(s), sinks and all fixtures ensuring they are free of spills, dirt, dust and debris.
- Vacuum carpeted floors.
- Clean all interior glass doors/panels.
- All recyclables are to be properly placed in compactor or other required container specified by airport.

Weekly (Once a day unless otherwise noted):

- Damp mop all hard surface floors and vacuum carpeted floors (twice weekly).
- Clean and disinfect all trash receptacles.
- Dust office furniture, chair rails, window sills, or office ledges.

Monthly:

- Clean air conditioning intake vents.
- Replace light bulbs as needed (as required).
- The pest control should include all leased areas. An initial application should be placed for small insects and monthly maintenance is required afterward.

Annually:

- Strip, wax and buff hard surface floors.
- Shampoo carpet.

COVID-19 Cleaning:

- See attached guidelines in the event of a positive COVID-19 case. Spaces will need to be cleaned within 24-hours according to the attached guidelines.

Please Note: *Office space shall be carefully cleaned so that normal staff operations, work papers and/or office equipment are not disturbed.*

## 5.0 Quality Control

5.1 The Contractor shall have in place a formal and written Quality Assurance Plan that addresses all aspects of the services to be performed.

The Quality Assurance Plan, at a minimum, should include:

- Checklists: Which allow the Contractor to annotate the date and time that each of the required tasks is performed and the Government to annotate confirmation that tasks were completed. Also, the following statement must be incorporated in the checklists for daily Government verification (by written annotation): “Performance meets the SOW requirements, including the requirement that the area is free of spills, dust, dirt, and debris upon completion of scheduled cleaning hours”. This will allow TSA to monitor whether the tasks are being completed in accordance with the contract’s terms. One checklist per service area shall be maintained at the service areas locations for each terminal. Shortly after award, the COR will designate a specific location at each of these service locations for the storage of each checklist.
- Other documents or documentation of standard operating procedures that will demonstrate the Contractor’s performance standards.

5.2 The Contractor shall submit a draft of their Quality Assurance Plan to the Contracting Officer’s Representative (COR) with a copy email to the Contracting Officer. The COR will review and provide comments, if necessary, which shall be incorporated into the vendor’s Final Quality Assurance Plan

submission. The COR will review the Final Quality Assurance Plan submitted and will either approve it or return it with comments. In the event of non-approval, the vendor shall address the COR's comments and re-submit for approval within three days of reception of the COR's comments.

## 6.0 Minimum Labor Standard

The work described herein shall be performed by the minimum requirement of **one (1)** janitorial personnel and **one (1)** working supervisors within the schedule outlined in Section 3.0. The minimum labor standard is illustrated in the charts below:

Minimum Requirement (Janitors)

Shift	# of Personnel	Hours	Hours per	# Days per Year	Total hours per Year
Leased Space - Shift 1 (6 am – 10:00 am)	2	2	2	365	730
Leased Space - Shift 2 (1 pm – 5:00 pm)	2	2	2	365	730
Combined Shift Totals	4	4	4		1,460

## 7.0 Deliverables

<i>Deliverables</i>	<i>Due Date</i>	<i>Recipients</i>
Draft Quality Assurance Plan with Checklist	Ten business days after contract award*	Field POC/HQ POC
Final Quality Assurance Plan with Checklist	Three business days after draft comments are received	Field POC/HQ POC/CO

## 8.0 Contractor Furnished Resources

- The Contractor shall furnish all supplies and equipment necessary to accomplish tasks as stated in this SOW.
- The Contractor shall use products and materials made from biodegradable based materials to the maximum extent possible without jeopardizing the intended use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable federal specifications and standards.
- The Contractor shall use products and equipment consistent with FAR clause 52.223-10 Waste Reduction Program (August 2000). Accordingly, all products shall be considered environmentally beneficial and/or recycled, phosphate-free, non-corrosive, non-flammable, and fully biodegradable. The Contractor shall minimize the use of harsh chemicals that may release irritating fumes.
- All paper based products used by the Contractor shall contain recycled content conforming to EPA specifications.

## 9.0 Government Furnished Resources

There are no government furnished resources on this contract. The Contractor will make arrangements directly with the TSA local field office POCs, for access to trash disposal, water, storage space and other resources necessary to provide janitorial services at TSA locations within this airport. Trash may be disposed on airport

grounds. Dumpsters/compactors for airport generated trash are located at the beginning or end of each terminal. The Contractor will be responsible for contracting directly with the Airport for storage space. The storage space may only contain supplies and equipment necessary and related to the performance of this contract. For more information on storage space, please contact the Lessor.

TSA is not responsible for providing the following requirements and access rights. The Contractor must comply with all airport requirements throughout the life of this contract.

- Access to water. Water can be accessed in all terminals.
- Access to water closets to dump waste water or wash/rinse tools. The housekeeping closets are kept locked; the contractor is responsible for obtaining keys from the airport authority.
- Access to waste/trash area. The compactor for airport generated trash is located at the beginning or end of each terminal. Access to some compactors is locked. The contractor is responsible for obtaining keys from the airport authority.
- Tote carts: Maid carts, water and leak proof, 44-gallon wheeled totes with apron pockets for supplies (recommended), tote cart wheels must remain clean at all times to preserve the airports carpeted floors. There is no automated compactor tipper available. All trash must be manually loaded into the hopper.
- Pest Control. Contractor will be required to contact Syracuse Hancock International Airport to discuss pest control requirements.

### **10.0 Business Requirements**

- The Contractor shall be responsible for all costs in obtaining licenses or permits required to complete the services described in the SOW.
- All security clearances, badging and parking fees are the responsibility of the Contractor.
- The Contractor shall be responsible for securing a janitorial closet at the airport to store equipment and cleaning supplies. Any cost associated with securing the space is the responsibility of the Contractor.

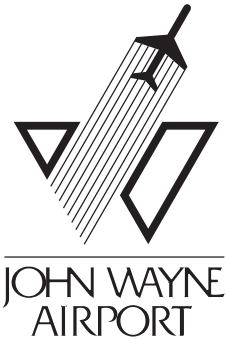
### **11.0 Emergencies**

Under no circumstances shall the Contractor touch, smell, or attempt to clean up hazardous substances. The Contractor is not a first responder; a first responder is a qualified official who has specific training in resolving hazardous material situations.

Biohazards are not a requirement under this SOW. If there is blood, vomit, urine, feces, bodily fluids, tissue, or organs involved in a spill, do not clean such a spill, as this is the airport authority's responsibility.

### **12.0 Quality Assurance Surveillance Plan**

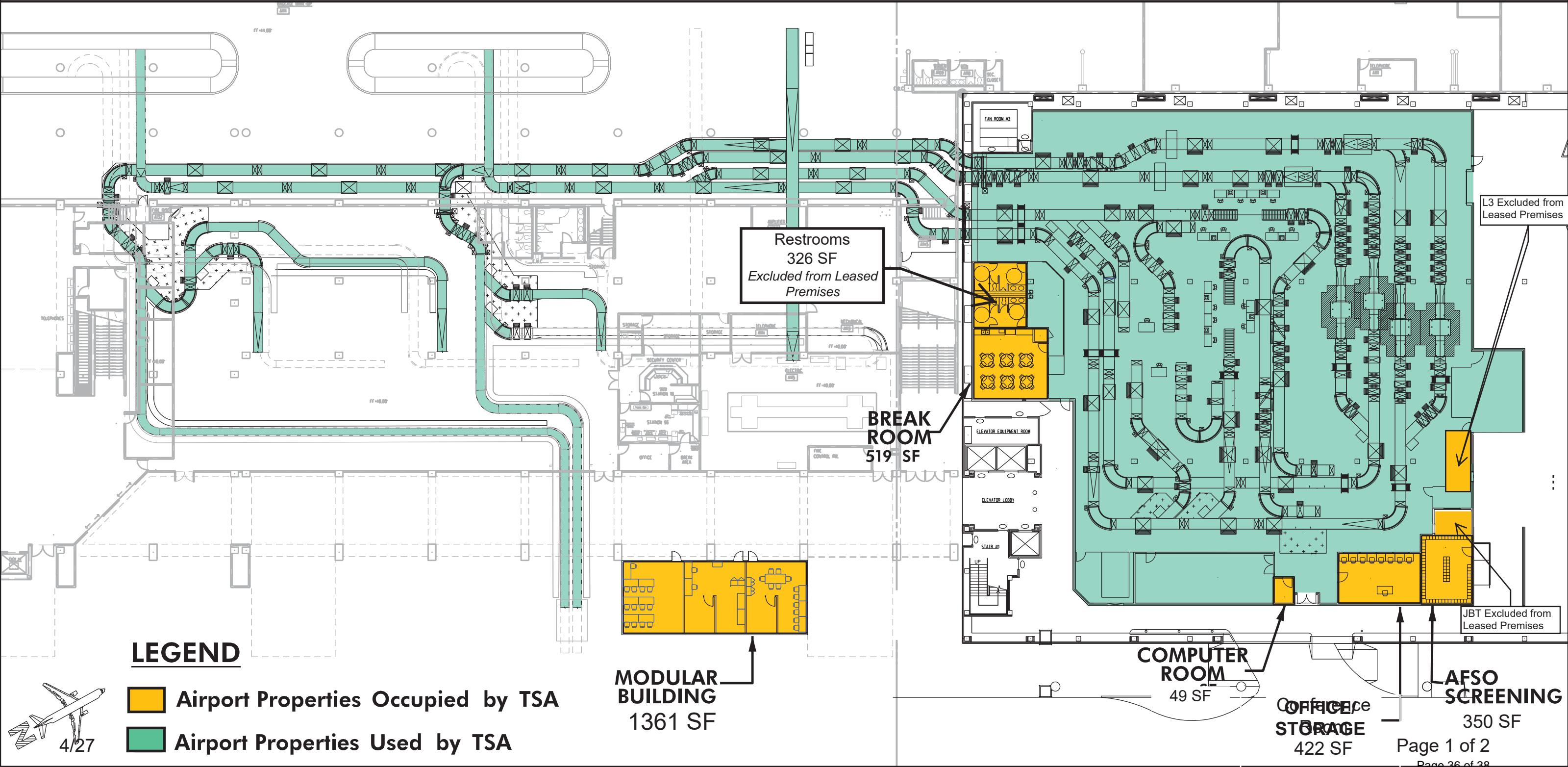
TSA personnel will verify whether the information in the vendor's submitted checklists are complete and accurate and the service areas are free of spills, dust, dirt, and debris upon completion of scheduled cleaning hours. 100% inspection will be conducted.



# Exhibit A

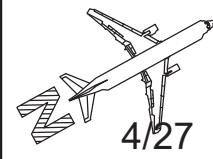
## JWA Terminal A, Lower Level

### Baggage Handling System & Screening Room



#### LEGEND

- Airport Properties Occupied by TSA
- Airport Properties Used by TSA



**MODULAR BUILDING**  
1361 SF

**Restrooms**  
326 SF  
*Excluded from Leased Premises*

**BREAK ROOM**  
519 SF

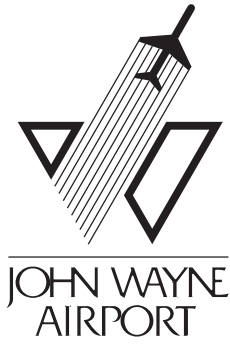
**COMPUTER ROOM**  
49 SF

**OFFICE STORAGE**  
422 SF

**AFSSO SCREENING**  
350 SF

L3 Excluded from Leased Premises

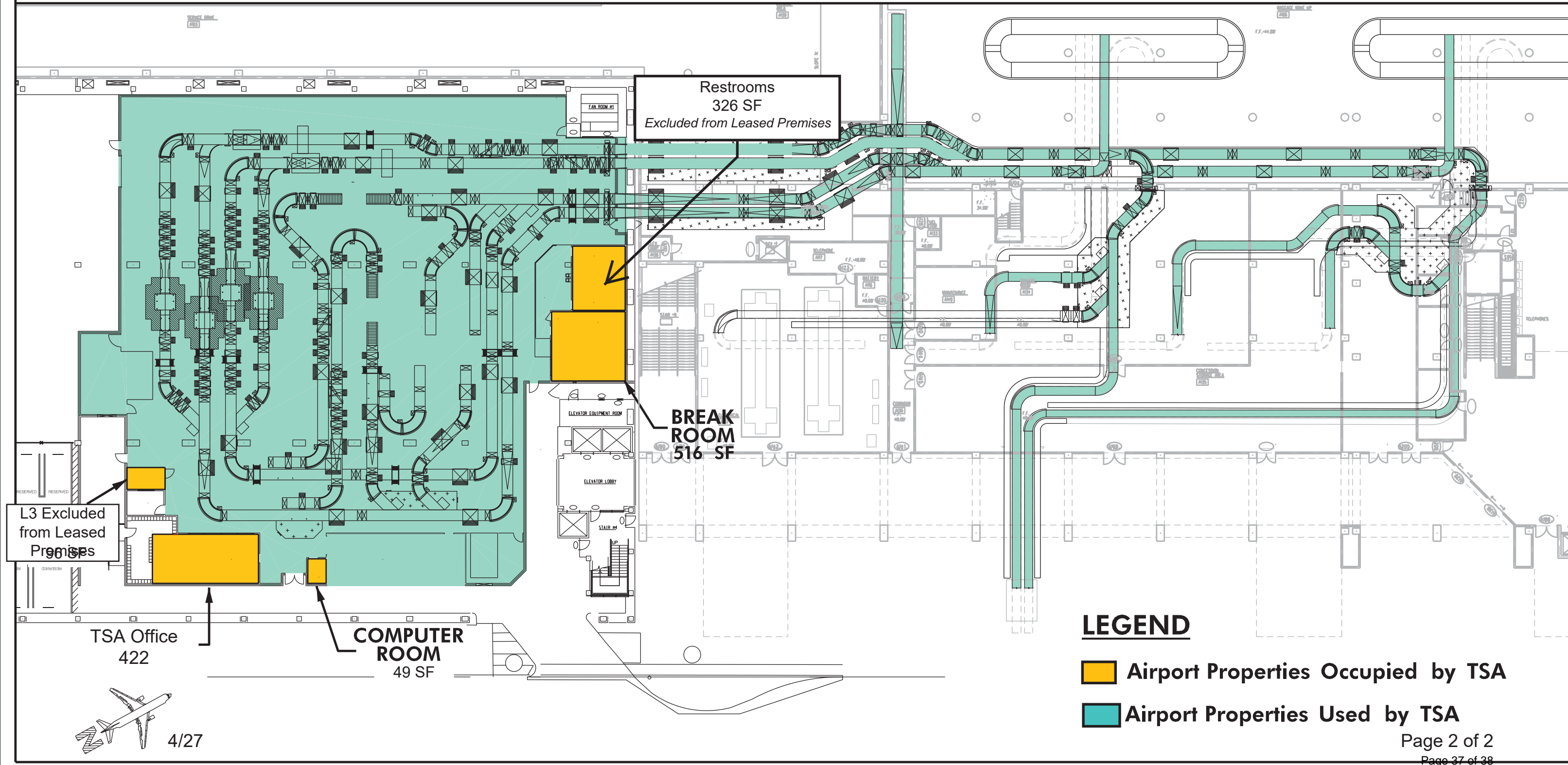
JBT Excluded from Leased Premises



# Exhibit A

## JWA Terminal B, Lower Level

### Baggage Handling System & Screening Room





**EXHIBIT B  
LEASED PREMISES DESCRIPTION**

Parcel Numbers: PM 1121-360-0185; 185.1; 185.2; 185.3, 185.4, 185.5, 185.6, 185.7

Project Name: John Wayne Airport

Second Party: Transportation Security Administration

The Leased Premises referred to in this Lease shall mean all the premises shown on a floor plan marked "Exhibit B", attached hereto and made a part hereof, being those certain Exclusive Use Areas designated as follows:

Parcel 300-185. Terminal A Conference Room located on the Terminal A concourse arrival level containing approximately 422 square feet.

Parcel 300-185.1 AFSSO Screening office located on the Terminal A concourse arrival level containing approximately 350 square feet.

Parcel 300-185.2 Break Room located on the Terminal A concourse arrival level containing approximately 519 square feet.

Parcel 300-185.3 Computer Room located on the Terminal A concourse arrival level containing approximately 49 square feet.

Parcel 300-185.4 Terminal B TSA Office located on the Terminal B concourse arrival level containing approximately 422 square feet.

Parcel 300-185.5 Break Room located on the Terminal B concourse arrival level containing approximately 516 square feet.

Parcel 300-185.6 Computer Room located on the Terminal B concourse arrival level containing approximately 49 square feet.

Parcel 300-185.7 Modular building containing approximately 1,361 square feet located on the Terminal A concourse arrival level.

Said Exclusive Use and Common Use Areas are situated at the Thomas F. Riley Terminal Building, John Wayne Airport, 18601 Airport Way, in the City of Santa Ana, County of Orange, State of California, and located on Lots 132 and 135 of Block 7 of the Irvine Subdivision, per map recorded in Book 1, Page 88 of Miscellaneous Maps in the Office of the County Recorder of Orange County, together with the right of ingress and egress thereto.