



**TERMINAL BUILDING LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND FEDERAL BUREAU OF INVESTIGATION**

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	THE PREMISES	2
ARTICLE 3	IMPROVEMENTS BY LESSEE	3
ARTICLE 4	TERM AND TERMINATION	4
ARTICLE 5	MAINTENANCE OF PREMISES	4
ARTICLE 6	RENT	5
ARTICLE 7	DEFAULT BY LESSEE.....	6
ARTICLE 8	SURRENDER AND ACCEPTANCE OF PREMISES	9
ARTICLE 9	DAMAGE.....	9
ARTICLE 10	INDEMNIFICATION AND INSURANCE.....	10
ARTICLE 11	OTHER PROVISIONS	10

EXHIBITS

EXHIBIT A	PREMISES
EXHIBIT B	MAINTENANCE
EXHIBIT C	NONDISCRIMINATION REQUIREMENTS
EXHIBIT D	SECURITY
EXHIBIT E	ENVIRONMENTAL DOCUMENTS
EXHIBIT F	PREVAILING WAGE RATES
EXHIBIT G	STATEMENT OF COMPLIANCE
EXHIBIT H	GSA FORM 3517B GENERAL CLAUSES

TERMINAL BUILDING LEASE AGREEMENT

This Terminal Building Lease Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Federal Bureau of Investigation, an independent establishment of the executive branch of the United States Government, having offices at 935 Pennsylvania Avenue, N.W., Washington, D.C. 20535 ("Lessee") (County and Lessee collectively referred to as the "Parties"), and is effective as of the date that it is fully executed by the Parties ("Effective Date").

ARTICLE 1. DEFINITIONS

1.1 **Airport.** Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all property encompassed within the boundaries of the Airport.

1.2 **Applicable Laws.** All "Environmental Laws" and any and all other applicable laws, codes, advisory circulars, rules, regulations, ordinances, and resolutions of any governmental or quasi-governmental entity relating to the Airport, the Premises, or activities at the Airport or the Premises that have been or may hereinafter be adopted, including, but not limited to, all applicable federal, state, County, local, and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, grant agreements, and the Minimum Standards.

1.3 **Board.** The Board of County Commissioners of Broward County, Florida.

1.4 **Director of Aviation.** The Director of Aviation or the Acting Director of Aviation, or such other person or persons as may from time to time be authorized in writing by the Board, the Broward County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.5 **Discharge.** Any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, releasing, or dumping of materials into the air, onto or in the soil, into the groundwater, into the surface water, or onto an impervious surface that has the potential to discharge into the water or onto the soil.

1.6 **Environmental Laws.** Any and all applicable federal, state, County, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereinafter be adopted, including, but not limited to, those relating to the generation, use, storage, transportation, or disposal of hazardous materials. Such laws include, but are not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et seq.); the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et seq.); the Clean Water Act (33 USC § 1251 et seq.); the Safe Drinking Water Act (42 USC § 300 et seq.); the Hazardous Materials Transportation Act (49 USC § 5101 et seq.); the Toxic Substance

Control Act (15 USC § 2601, et seq.); Chapters 373, 376, and 403, Florida Statutes, and rules adopted thereunder; and Chapter 27 of the Broward County Code of Ordinances.

1.7 **Environmental Site Assessment**. A document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify environmental conditions, contamination, and the presence of any Hazardous Materials in, on, or under the surface of the Premises.

1.8 **Federal Aviation Administration ("FAA")**. That agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in 49 U.S.C. § 106, et seq., or its successor.

1.9 **Hazardous Material**. Any material or substance identified, listed, or defined as a "Hazardous Waste," "Hazardous Substance," "Pollutant," or "Contaminant" under applicable Environmental Laws, which term shall include asbestos and asbestos-containing materials, petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

1.10 **Minimum Standards**. The Fort Lauderdale-Hollywood International Airport Minimum Standards for Commercial Aeronautical Activities, a/k/a Minimum Standards Policy for General Aviation at Broward County Airports, as may be amended from time to time.

1.11 **Premises**. The Terminal space leased to Lessee as shown on **Exhibit A** attached hereto and made a part hereof.

1.12 **Release**. Any unauthorized spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, seeping, leaching, dumping, or disposing of any hazardous material (including abandoning or discarding barrels, containers, or other closed receptacles) to the air, waters, soils, or other natural resources of County.

1.13 **Terminal**. The airline terminal buildings located at the Airport, including any expansion thereof or any improvements thereto.

ARTICLE 2. THE PREMISES

2.1 **Premises**. Subject to the terms in this Agreement, County leases to Lessee the premises described on **Exhibit A** attached hereto and made a part hereof ("Premises").

2.2 **Use of Premises**. Lessee has the right to use the Premises solely for the purpose of a law enforcement government agency including all activities reasonably necessary for such use.

2.3 **Relocation**. In the event that County desires that Lessee operate at different locations, additional locations, or in reduced space than the Premises reflected on **Exhibit A**, then upon written notice from the Director of Aviation, Lessee shall be required to occupy such different, additional, or reduced areas, as the case may be, without expense to County. In the event of any change in the Premises as provided in this section, **Exhibit A** shall be automatically amended to

reflect the revised Premises upon notice from the Director of Aviation. Lessee acknowledges that such revised Premises might not be similar in size or configuration to the Premises.

2.4 Lessee Request. In the event any tenant or user of the Airport is ever moved, relocated, or required to reduce its space to accommodate a request of Lessee for additional or different space, Lessee shall reimburse such other tenant or user the reasonable and appropriate costs of such move, relocation, or reduction unless otherwise agreed between Lessee and such other tenant or user. However, nothing set forth in this provision shall obligate County to take any action to accommodate any such request of Lessee, or to move or relocate any tenant or user of the Airport.

ARTICLE 3. IMPROVEMENTS BY LESSEE

3.1 Improvements by Lessee. All of Lessee's improvements, construction, additions, alterations, modifications, and renovations (collectively, the "Improvements") to the Premises or other Terminal areas require prior written approval by County, and must conform to any tenant improvement project process and tenant improvement standard requirements, policies, or procedures of County applicable to tenants of the Terminals, including any that are specific to the applicable Terminal(s). No reduction or abatement of Rent shall be allowed for any interference with Lessee's operations by such construction.

3.2 Ownership of Lessee Installed Improvements and Property. All Improvements that are affixed to the Premises are a leasehold improvement and title thereto shall vest with County upon the expiration or earlier termination of this Agreement, unless otherwise agreed by the Parties. All installations at the Premises or any Airport property, including, but not limited to, cable, electric, and telecommunications, shall be deemed Improvements, and ownership shall vest in County upon installation. Lessee shall retain ownership of moveable trade fixtures, equipment, and other personal property installed and paid for by Lessee, except as may be otherwise provided in this Agreement or other agreements.

3.3 Liens. Lessee shall not do nor permit to be done anything that shall result in the imposition of any liens on the Premises, or portion thereof, or the Improvements. If any lien or notice of lien shall be filed against the Premises, or portion thereof, or the Improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction within thirty (30) calendar days' after notice of the filing thereof. Lessee shall not be deemed to be County's agent so as to confer upon any contractor or subcontractor providing labor or materials to the Premises or Improvements a mechanic's lien upon County's estate under the provisions of Chapter 713, Florida Statutes. The provisions of this section shall not apply to any mortgage of Lessee's interest in this Agreement to which County, by its Director of Aviation, has consented as provided in this Agreement. Lessee shall not create or permit any lien on any fixtures on the Premises without obtaining, in each instance, the prior written approval of the Director of Aviation excluding, however, any purchase money security interest in any movable trade fixtures of Lessee installed at the Premises. Lessee shall not pledge, hypothecate, or otherwise encumber its interests in this Agreement without the prior written consent of the Director of Aviation. County's interest in this Agreement shall not be

subordinate to any leasehold mortgage or any claims, liens, or encumbrances affecting Lessee's interests in this Agreement without the prior written consent of the Director of Aviation.

3.4 Landlord Lien. Unless County, through its Board, provides otherwise in writing, all of Lessee's assets that are brought onto the Premises and used in connection with its business conducted on the Premises shall be subject to County's landlord lien on such assets as provided by applicable Florida law.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on December 6, 2021 ("Term Commencement Date"), and shall terminate five (5) years thereafter unless earlier terminated as provided in this Agreement ("Term").

4.2 Termination. In addition to any other rights of termination provided in this Agreement, this Agreement may be terminated at any time by the County, acting through the Board or the Director of Aviation, or by Lessee, with or without cause, upon thirty (30) calendar days prior written notice to the other party. In the event the Director of Aviation determines that termination is necessary to protect the public health, safety, or welfare, this Agreement may be terminated by the Director of Aviation upon such notice as the Director of Aviation deems appropriate under the circumstances, which shall be followed by a written "Notice of Termination" to Lessee. Termination of this Agreement shall not relieve Lessee of any liabilities or obligations under this Agreement that have accrued on or prior to the effective date of termination, or that survive termination of this Agreement. Upon the expiration or earlier termination of this Agreement, Lessee shall cease forthwith all operations upon the Premises, immediately vacate and surrender the Premises as set forth in Article 8, and immediately pay in full all fees and other amounts payable to County then due and owing, and County shall be released and relieved of all liability under this Agreement.

ARTICLE 5. MAINTENANCE OF PREMISES

5.1 Maintenance. Lessee shall at all times maintain the Premises in a clean, safe, neat, orderly, sanitary, and presentable condition, and free and clear of all trash, rubbish, and debris. Lessee shall furnish and pay for its own janitorial service in the Premises and shall cause all waste, garbage, and rubbish to be removed from the Premises on a daily basis and at Lessee's own expense. Such waste, garbage, and rubbish may not be deposited on any part of the Airport, except that Lessee may deposit same temporarily in the Premises out of the public view (unless otherwise disallowed by County) or in space designated by County in connection with collection for removal. Lessee shall make arrangements for trash removal directly with a company that is authorized by County to provide such services at the Airport.

The responsibility for maintenance, cleaning, and operations of the facilities in the Terminals, including the Premises, shall be as set forth on **Exhibit B** attached hereto and incorporated herein. Any responsibility for maintenance, cleaning, and operations of the facilities in the Terminals, including the Premises, which is not set forth on **Exhibit B**, shall be the responsibility

of County unless otherwise agreed to in writing by the Parties. If there is any conflict between **Exhibit B** and the terms in this article, the terms of **Exhibit B** shall control.

5.2 **Failure to Maintain**. Upon failure of Lessee to perform its obligations set forth in this article, after reasonable notice to Lessee, County may perform or cause the obligations to be performed at Lessee's expense, and all charges resulting therefrom will become an additional payment obligation, subject to all applicable taxes, and recoverable by County in the same manner and with like remedies as if it were originally rent due and owing pursuant to this Agreement. Lessee shall pay the additional payment obligation within fifteen (15) days' notice after County's written demand.

ARTICLE 6. RENT

6.1 **Rent**. Commencing on the Term Commencement Date, Lessee shall provide In-Kind Services (as hereinafter defined) as consideration for rent. Lessee shall provide law enforcement services, including but not limited to, implementing Lessee's mission to prevent, disrupt, and defeat acts of terrorism directed towards civil aviation, and provide counterterrorism preparedness, leadership, guidance, and training to federal, state, and local agencies responsible for civil aviation security, and support national aviation security initiatives and mandates (collectively, "In Kind Services").

6.2 **Interest**. Payments received by County more than ten (10) calendar days after the due date shall be subject to interest at the rate of eighteen percent (18%) per annum on the unpaid amount from the date on which the payment was due. The acceptance by County of any payment shall not be construed as a waiver of the interest charges.

6.3 **Dishonored Check**. In the event County receives a dishonored check or draft in payment of any obligation arising under this Agreement, Lessee shall pay County a service charge in the amount established by County from time to time. In such event, and in addition to any other remedies available to County under this Agreement, at law, or in equity, County may require that future payments be made by cashier's check or other means acceptable to County.

6.4 **No Claims**. Lessee represents that, as of the Effective Date, it has no claims against County with respect to any of the matters covered by this Agreement. Lessee shall have no right of set-off or right to assert any counterclaim against any of the amounts payable by Lessee to County under this Agreement.

6.5 **Taxes and Fees**. Lessee shall pay, on or before the respective due dates, all federal, state, County, and local taxes and fees, and all special assessments of any kind that are now or may hereafter be levied upon the Premises, including upon the Improvements, or the estate hereby granted, or upon Lessee, or upon the business conducted on the Premises by Lessee, or upon any of Lessee's property used in connection therewith, or upon any Rent or other sums payable under this Agreement, including, but not limited to, any ad valorem taxes (based upon Lessee's pro rata share according to the area of the Premises), and sales or excise taxes on Rent, and personal property taxes against tangible and intangible personal property.

6.6 Licenses. Lessee shall maintain in current status all federal, state, County, and local licenses and permits required for the operation of the business conducted by Lessee.

ARTICLE 7. DEFAULT BY LESSEE

7.1 Event of Default by Lessee. The occurrence of any of the following shall constitute an "Event of Default" by Lessee under this Agreement:

7.1.1 Lessee fails to provide In-Kind Services;

7.1.2 Lessee fails to comply with any provision of this Agreement and (a) such failure continues for a period of fifteen (15) calendar days following the date written notice to cure is sent by County to Lessee; (b) in the case of any obligation that cannot be cured with due diligence and good faith within fifteen (15) calendar days, Lessee fails to proceed promptly and with due diligence and good faith to begin to cure the default within fifteen (15) calendar days after such notice is sent by County; or (c) having begun to cure the default in a timely manner, Lessee thereafter fails to diligently prosecute the cure to completion;

7.1.3 Lessee assigns all or substantially all of Lessee's assets for the benefit of Lessee's creditors;

7.1.4 Lessee abandons, deserts, or vacates the Premises, or ceases to operate in the Premises in compliance with this Agreement, for a period of thirty (30) consecutive calendar days;

7.1.5 By or pursuant to, or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee, and such possession or control shall continue in effect for a period of ninety (90) calendar days;

7.1.6 Lessee, or an officer, director, executive, partner, member, shareholder, employee, or agent who is active in the management of Lessee, is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere, where the illegal conduct or activity (i) is considered to be a Public Entity Crime as defined by Chapter 287, Florida Statutes, as amended; (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds; (iii) involves an act of moral turpitude meaning conduct or acts that tend to degrade the person in society or bring them into public hatred, contempt, scorn, or ridicule, or that tends to shock, insult, or offend the community, or to ridicule public morals, or decency, or to harm the image of County by virtue of its association with Lessee; or (iv) results in a felony conviction. Notwithstanding, Lessee may abate this triggering event by submitting evidence satisfactory to County that Lessee has

implemented best business practices seeking to prevent and address such illegal conduct or activity from reoccurring, and requiring the offending person(s) to resign and has otherwise removed the person from Lessee's management activities related to this Agreement;

7.1.7 Suspension or revocation of Lessee's operations by a governmental unit or agency having jurisdiction over the Premises or the business as being conducted thereon;

7.1.8 The material inaccuracy of any representation or warranty made or given by Lessee in this Agreement and Lessee's failure to cure such inaccuracy to the satisfaction of the Director of Aviation within fifteen (15) calendar days after written notice to cure is sent to Lessee; or

7.1.9 Lessee defaults under any other agreement it enters into with County.

7.2 County's Remedies for Lessee's Default. If one or more of the Events of Default occurs, County may, at its sole option, exercise one or more of the following rights:

7.2.1 Terminate this Agreement pursuant to Section 4.2;

7.2.2 Sue Lessee for all damages, costs, and expenses arising from the Event of Default, and recover all such damages, costs, and expenses, including reasonable costs and attorneys' fees at both trial and appellate levels;

7.2.3 Seek an injunction or specific performance of any such term or provision of this Agreement. Lessee waives any and all requirements that County post any security or collateral that may be otherwise required as a condition for County to obtain specific performance, injunctive relief, or other equitable relief. The Parties agree and stipulate that County may not have an adequate remedy at law for an Event of Default and, if such determination is made by County, Lessee agrees that injunctive relief or specific performance are required to protect the public from irreparable harm; or

7.2.4 Exercise any and all other remedies available to County under this Agreement, at law, or in equity.

The exercise by County of any right of termination shall be without prejudice to any other such rights and remedies.

7.3 Remedies under Federal Bankruptcy Laws. Neither this Agreement nor any rights or privileges under this Agreement shall be an asset of Lessee in any bankruptcy, insolvency, or reorganization proceeding. If County is not permitted to terminate this Agreement because of the provisions of any Applicable Laws, including, but not limited to, the United States Bankruptcy Code, Lessee or any trustee for it shall, within fifteen (15) calendar days, upon request by County to the applicable court of administrative body, assume or reject this Agreement, provided, however, that Lessee may not assume this Agreement unless all Events of Default have been cured, County shall have been compensated for any monetary loss resulting from such Events of

Default, and County shall be provided with adequate assurance of full and timely performance of all provisions, terms, and conditions of this Agreement on the part of Lessee to be performed.

Notwithstanding the foregoing, to the greatest extent permitted under applicable law, upon the filing by or against Lessee of any proceeding under federal bankruptcy laws, if there has been an Event of Default within the six (6) months preceding such filing, County shall have the right to immediately terminate this Agreement, in addition to other remedies provided under provisions of any Applicable Laws, including, but not limited to, the United States Bankruptcy Code. Such termination shall be by written notice to Lessee within sixty (60) calendar days from the date of Lessee's initial filing in bankruptcy court.

7.4 Payment under Protest. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between County and Lessee with respect to any obligation or alleged obligation of Lessee to pay money, the payment under protest by Lessee of the amount claimed by County to be due shall not waive any of Lessee's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then County shall as promptly as reasonably practicable reimburse Lessee any amount determined as not due. County shall not be required to pay any interest on any such reimbursed sums.

7.5 Holdover. Any holding over of Lessee after the expiration or earlier termination of this Agreement shall not renew and extend same, but shall operate and be construed as a tenancy at sufferance, pursuant to Section 83.04, Florida Statutes, as amended, and Lessee shall be required to pay to County during any holdover period monthly rent equal to double the rent for the Premises based on the rates then in effect under the Administrative Code. All other provisions of this Agreement shall remain in effect during such holdover period. Lessee shall be liable to County for all loss or damage on account of any such holding over after the expiration or earlier termination of this Agreement, whether or not such loss or damage may be contemplated as of the Effective Date. County reserves the right to pursue all remedies available to it under Applicable Laws as a result of Lessee's holdover. Acceptance of Rent or any other payments by County in the event that Lessee fails or refuses to surrender possession shall not operate as County's consent to Lessee's continued possession nor shall it constitute a waiver by County of its right to immediate possession of the Premises.

7.6 Habitual Default. In the event that Lessee has frequently, regularly, or repetitively breached any of the terms, covenants, or conditions of this Agreement, regardless of whether Lessee has cured each or any individual breach, Lessee may be determined by County to be a "Habitual Violator." At the time that such determination is made, County shall issue to Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise Lessee that there shall be no further notice or cure periods to correct any subsequent breach and that any subsequent breach of whatever nature, taken with all previous breaches, considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach, County may terminate this Agreement upon the giving of written notice of termination to Lessee, such termination to be effective upon delivery of the notice to Lessee.

ARTICLE 8. SURRENDER AND ACCEPTANCE OF PREMISES

8.1 Surrender and Condition. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender possession of the Premises in the same condition as it was received on the first day of occupancy, less reasonable wear and tear, and all of the Premises and Improvements located thereon shall be free and clear of all liens, encumbrances, and security interests. The required condition of the Premises at the time of Lessee's surrender shall include, but not be limited to, the following: (i) all flooring must be cleaned as reasonably required by County; (ii) all doors and walls must be patched and painted with in a color approved by County; (iii) all ceiling tiles shall be in place, clean, and matching; (iv) all Lessee-installed conduit and wiring shall be removed if requested by County; and (v) all personal property and Improvements (except Improvements that are owned by County as provided in Article 3 and any Improvements that are provided by County that are to remain installed) shall be removed. A final exit walkthrough inspection shall be conducted prior to surrender by Lessee and County to determine compliance with this provision and County's acceptance of the condition of the Premises. In the event Lessee fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Premises to the required condition and Lessee shall be required to reimburse County for all reasonable expenses incurred. The provisions of this section shall survive the expiration or other termination of this Agreement.

8.2 Removal. Lessee has the right at any time during the Term of this Agreement to remove any furnishings, trade fixtures, or equipment it has installed in, on, or about the Premises, subject to any lien County may have thereon for unpaid fees, charges, or other amounts payable under this Agreement, and provided that Lessee shall restore any damage to the Premises and the Premises shall be returned to County in the same condition as defined in Section 8.1. Any such property not removed by Lessee by the expiration or earlier termination of this Agreement shall become part of the Premises or, if elected by County, may be removed, stored, or sold by County, at Lessee's expense, with such obligation to pay surviving the expiration or earlier termination of this Agreement.

8.3 Failure to Surrender. In the event Lessee fails to surrender the Premises in the condition required by this article or fails to complete any of the obligations due under this Agreement, Lessee, from the date of the expiration or earlier termination of this Agreement until the acceptance of surrender by County as set forth in Section 8.4, shall be considered a holdover tenant under the terms set forth in Section 7.5.

8.4 Acceptance of Surrender. No agreement of surrender or to accept a surrender of the Premises under this Agreement shall be valid unless and until approved in writing by County and Lessee, provided that County's approval shall not be unreasonably withheld. Except as expressly provided in this Agreement, neither the doing of nor any omission to do any act or thing by any of the officers, agents, or employees of County shall be deemed an acceptance of a surrender.

ARTICLE 9. DAMAGE

9.1 Lessee Responsibilities. County shall not be liable to Lessee for damage to Lessee's

property, Improvements, and facilities from any cause whatsoever, including, but not limited to, any negligence of any tenant, occupant, or other user of the Airport or any other person, unless, and only to the extent, caused by the negligence of County or County's agents, servants, or employees. Nothing in this section shall preclude Lessee from any claim or attempt to recover its damages from any third party (other than County) who may be liable therefor.

9.2 **Abatement of Rent.** In the event of damage or destruction to all or any portion of the Premises that renders the same untenable, there shall be an appropriate abatement or reduction of the Rent payable under this Agreement, as determined by County in its sole discretion, commencing at the time of such damage or destruction and continuing until such time as County certifies that the Premises or applicable portion(s) thereof are again ready for use and occupancy by Lessee. In the alternative, County may, in its sole and exclusive discretion, relocate Lessee to other suitable premises pursuant to Article 2.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 **Governmental Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County is a state agency or political subdivision as defined in Section 768.28, Florida Statutes and Lessee is a federal agency, and each party shall be fully responsible for the acts and omissions of its own agents or employees to the extent permitted by law.

10.2 **Insurance.** County and Lessee are self-insured government entities. Each Party agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regard to the obligations of this Agreement. Lessee will provide County with written verification of liability protection in accordance with the law prior to final execution of this Agreement.

10.3 **Subcontractor Coverage.** Any subcontractor performing work for Lessee shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability coverages, and Pollution. Lessee shall require its subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

ARTICLE 11. OTHER PROVISIONS

11.1 **Assignment.** Lessee shall not sublet the Premises or any part thereof, or transfer, assign, pledge, or otherwise encumber this Agreement or any rights or obligations under this Agreement, or allow this Agreement to be assigned by operation of law or otherwise (any such action being called an "Assignment"), without the prior written consent of County. Any such Assignment without the prior written consent of County shall be null and void and of no force or effect.

11.2 **Transfer.** Any transfer or merger of controlling ownership between Lessee and any other entity(ies) without the prior written consent of County shall affect an immediate termination of this Agreement and an Event of Default. Notwithstanding the foregoing, the provisions of this

section shall not apply to any public trades of registered stock that occurs on a national stock exchange.

11.3 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.4 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement, or acceptance of any Rent or any partial performance by Lessee, shall not be deemed a waiver of any provision of this Agreement or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.5 Compliance with Laws. Lessee shall comply with all present and future applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any pertaining to emergency training or governing the safe conduct on and operation, maintenance, and use of the Airport.

11.6 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

11.7 Independent Contractor/Relationship of Parties. The relationship of County and Lessee under this Agreement is the relationship of lessor and lessee. Neither Lessee nor its agents shall act as officers, employees, or agents of County. Lessee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.8 Third-Party Beneficiaries. Neither Lessee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-

party beneficiaries to this Agreement, and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9 Priority of Provisions. Unless otherwise stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated in this Agreement, specifically including, but not limited to, **Exhibit H** "General Clauses GSA Form 3517B General Clauses," and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

11.11 Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.12 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by authorized signatories of both the Board and Lessee.

If the United States Government, or any of its departments or agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee shall consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required (collectively, a "Required Amendment"). Notwithstanding the foregoing, in the event any such Required Amendment would unreasonably interfere with the business operations of Lessee, then Lessee may refuse to consent to such Required Amendment, but Lessee must give immediate notice to County of any such refusal to consent and such notice must state with specificity the reasons for any such refusal. County shall have the right to immediately terminate this Agreement upon the failure of Lessee to consent to any such Required Amendment.

11.13 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

11.14 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any

particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

11.15 Survival. Upon termination or expiration of this Agreement, Lessee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the Parties shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

11.16 Federal Aviation Act, Section 308. Nothing contained in this Agreement shall be deemed to grant Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et seq., for the conduct of any activity on the Airport. The rights granted under this Agreement are non-exclusive and County reserves the right to grant similar privileges to another lessee or other users of the Airport facilities.

11.17 Subordination of Agreement. This Agreement is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, but not limited to, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.

11.18 Agent for Service of Process. If Lessee is not a resident of the State of Florida, is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then Lessee hereby designates the Secretary of State of the State of Florida as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a non-resident who has designated the Secretary of State as agent for service. If for any reason service of such process is not possible, as an alternative method of

service of process, Lessee may be personally served with such process out of this State by certified mailing to Lessee at the address set forth in this Agreement. Any such service out of this State shall constitute valid service upon Lessee as of the date of mailing. Lessee is amenable to and agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

11.19 Waiver of Claims. The Parties each hereby waives any claim against one another and the other's officers, directors, commissioners and employees, for any consequential damages, including, but not limited to, any loss of business or anticipated profits. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provisions of this Agreement, including as amended, due to an actual or alleged breach of this Agreement or the execution or attempted execution of this Agreement.

11.20 No Remedy Exclusive. No remedy conferred in this Agreement upon or reserved to County or Lessee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity.

11.21 Development and Expansion of Airport. County shall have the right to develop, maintain, and operate the Airport as it deems advisable and desirable in accordance with such appropriate governmental authority and regulation as may be applicable, and County shall have the right to make such agreements as County deems necessary or advisable in connection with federal and state funding of Airport improvements, alterations, or modifications. If at any point County seeks federal, state, or local government approval regarding the operation or modification of the Airport, Lessee shall provide any and all reasonably requested cooperation and support, including, without limitation, supporting County's efforts to obtain any such approvals and executing any documents or instruments reasonably requested by County. Lessee shall not be required to bear any additional expense and shall not be deemed an agent of County.

11.22 Condemnation. In the event the Premises or any part thereof shall be condemned and taken by authority of eminent domain, with or without litigation, or transferred in lieu of or under threat of such action (collectively, a "Condemnation"), any award shall be paid to County, it being understood that title to all Improvements thereon remains fully vested in County (except for Lessee's trade fixtures), free and clear of any liens and encumbrances, and there shall be no apportionment. Lessee shall not be entitled to any award for the value of the unexpired portion of the Term of this Agreement or any business damages or any other damages whatsoever. In the event a Condemnation results in a partial taking of the Premises, rental for that portion of the Premises condemned shall be abated from the date Lessee is dispossessed. If the remainder of the Premises does not, in Lessee's reasonable judgment, constitute an economically viable property sufficient for Lessee's operations as conducted prior to such taking, this Agreement may be terminated by Lessee upon written notice to County, in which event this Agreement shall be terminated on the date the Premises are completely vacated and surrendered by Lessee in accordance with Article 8.

11.23 Notices. In order for a notice to a party to be effective under this Agreement, notice must

be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing provided the contemporaneous e-mail is also sent. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301
Email address: Bhenry@broward.org

with a copy to:

Director of Aviation
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: Asiegel@broward.org

FOR LESSEE:

FBI Leasing
4942 Fowler Road
Redstone Arsenal, Alabama 35898
Email address: Jrbrewster@fbi.gov

11.24 **Civil Rights - General.** Lessee shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

11.25 **Civil Rights - Title VII Assurances.** Lessee shall abide by and comply with the nondiscrimination requirements set forth on **Exhibit C**, attached hereto and made a part hereof, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

11.26 **Nondiscrimination.** Neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Lessee shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

11.27 **Federal Fair Labor Standards Act (Federal Minimum Wage).** This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full

responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.28 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11.29 Security Regulations. Lessee certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit D**.

11.30 Public Entity Crime Act; Discriminatory Vendor; Scrutinized Companies Lists. Lessee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Lessee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Lessee has been placed on the convicted vendor list. Lessee represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Lessee further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. This Agreement may be terminated for cause if any of the foregoing representations are false.

11.31 Right of Flight. County reserves unto itself, for the use and benefit of the public, at any and all times, a right of flight for the passage of aircraft in the airspace above the Premises together with the right to cause in that airspace such noise and other intrusions as may be inherent in the operations of any aircraft for navigation or flight in that airspace, and for aircraft landing on, taking off from, or operating at the Airport.

11.32 Compliance with FAR Part 77. Lessee shall restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such height as to comply with all applicable Federal Aviation Regulations, including, but not limited to, 14 CFR Part 77.

11.33 Airport Hazard. Lessee shall prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute a hazard.

11.34 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any Improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of County to

abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules, and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing in this Agreement shall be considered zoning by contract.

11.35 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

11.36 Visual Artists' Rights Act. With respect to construction or installation of any Improvements at the Premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 USC Sections 106A and 113 (the "Act"), Lessee shall not (i) hire any artist or permit any sublessee to hire any artist for the purpose of installing or incorporating any work of art into or at the Premises, or (ii) permit the installation or incorporation of any work of art in or at the Premises without the prior written approval of County. Lessee shall provide such reasonable documentation as County may request in connection with any request for such approval and the approval of County may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to County.

11.37 ENVIRONMENTAL COMPLIANCE, CONTAINMENT, AND REMOVAL

11.37.1 Lessee shall provide County, upon request, a list of all Hazardous Materials stored, used, generated, or disposed of on Airport property by Lessee. Lessee shall also complete the form attached hereto as **Exhibit E** and shall deliver same to County contemporaneously with its execution of this Agreement. Lessee represents that, to the best of its knowledge, the matters disclosed on such form are accurate and complete as of the Effective Date. At the request of County (not more than once a year), Lessee shall provide an accurate and complete update as to the matters set forth on **Exhibit E**.

11.37.2 Lessee shall comply with all Applicable Laws covering the Airport, including, but not limited to, those addressing the following, if applicable:

(1) Proper use, storage, treatment, and disposal of Hazardous Materials, including contracting with a licensed hazardous waste transporter or treatment and disposal facility to assure proper transport and disposal of Hazardous Materials.

(2) Proper use, disposal, and treatment of stormwater runoff, including the construction and installation of adequate pre-treatment devices or mechanisms required by Applicable Laws. Lessee shall have in place, and make available to County for review, all required environmental licenses, approvals, permits, and other documents, including, but not limited to, if applicable, a

site-specific Stormwater Pollution Prevention Plan and a Spill Prevention and Countermeasures Plan.

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all requirements of Applicable Laws, including the installation and operation of adequate monitoring devices and leak detection systems.

(4) Adequate facilities for management, secondary containment, and, as necessary, pretreatment of Hazardous Materials and the proper disposal thereof.

(5) Compliance with reporting and notification requirements of Emergency Planning and Community Right to Know Act of 1986 (Title III of the Superfund Amendments and Reauthorization Act), Rules 62-761 and 62-762, Florida Administrative Code, and Chapter 27 of the Broward County Code of Ordinances, as applicable.

11.37.3 The Release or Discharge of any Hazardous Materials by Lessee at the Premises or at any other Airport property, whether caused by the officers, employees, contractors, subcontractors, or agents of Lessee, that is in an amount that is in violation of any Applicable Laws, committed at any time, shall be, at Lessee's expense, and upon demand of County or any local, state, or federal regulatory agency, immediately contained, removed, and abated to meet the requirements of all Applicable Laws. If Lessee does not take action immediately to have such Hazardous Materials contained, removed, and abated, County or any local, state, or federal regulatory agency may undertake the removal of the Hazardous Materials; however, any such action by County or any local, state, or federal regulatory agency shall not relieve Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Lessee or County to contain or remove Hazardous Materials, or to abate a Release or Discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its Release or Discharge. Notwithstanding the foregoing, Lessee shall not be liable for the presence of any Hazardous Materials at the Premises or the Airport caused by County or persons or entities other than Lessee or its officers, employees, contractors, subcontractors, or agents.

11.37.4 Lessee shall provide County with notice of Releases or Discharges of Hazardous Materials that occur at any area used by Lessee due to Lessee's operations at the Airport and that is caused by Lessee or its officers, employees, contractors, subcontractors, or agents. Such notice shall be provided in accordance with the requirements of Chapter 27 of the Broward County Code of Ordinances, including, but not limited to, Sections 27-305 and 27-355. Lessee shall maintain a log of all such notices and shall also maintain all records required by federal, state, County, or local laws, rules, and regulations, and also such records as are reasonably necessary to adequately assess environmental compliance

in accordance with all Applicable Laws. Upon request by County, Lessee shall make all documentation required by this section available for the review of County or its designated representatives.

11.37.5 As required by Applicable Laws, Lessee shall provide the required federal, state, County, and local regulatory agencies with notice of any Release or Discharge of Hazardous Materials on the Premises occupied by Lessee on the Airport property, which Release or Discharge was caused by Lessee. Lessee shall further provide County and the Environmental Protection and Growth Management Department (or successor agency) with written notice within three (3) business days following commencement of same of the measures to contain, remove, abate, remediate, and monitor any Release or Discharge in full compliance with all Applicable Laws. Lessee shall have an updated contingency plan (or comparable document) in effect which provide minimum standards and procedures for storage, handling, and use of regulated Hazardous Materials and other Hazardous Materials, prevention and containment of Releases or Discharges, and transfer and disposal of regulated Hazardous Materials and other Hazardous Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of Releases, Discharges, or other accidents involving Hazardous Materials.

11.37.6 County, upon reasonable written notice to Lessee, shall have the right to inspect all documents relating in any way to the Release or Discharge of any Hazardous Materials at the Airport, the environmental condition of the Premises occupied by Lessee, any curative, remediation, or monitoring efforts on any Airport property by Lessee, and any documents required to be maintained under all Applicable Laws, including, but not limited to, any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Hazardous Materials, Environmental Site Assessments, and sampling and test results. Lessee shall allow inspection of the Premises occupied by Lessee by appropriate federal, state, County, and local agency personnel in accordance with all Applicable Laws, and as required by any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes.

11.37.7 If County, pursuant to this section, arranges for the containment, removal, or abatement of any Hazardous Materials on the Premises or other Airport property used or occupied by Lessee, the Release, Discharge, or abandonment of which was caused by Lessee, all costs of such removal incurred by County shall be paid by Lessee to County within sixty (60) calendar days after County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

11.37.8 Nothing in this Agreement shall relieve Lessee of its general duty to cooperate with County in ascertaining the source and, containing, removing, and abating any Hazardous Materials and Releases or Discharges. County and its employees, contractors, and agents, upon reasonable written notice to Lessee, and the federal, state, local and

other County agencies, and their employees, contractors, and agents, in accordance with all Applicable Laws, shall have the right to enter the Premises occupied by Lessee for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate. Any such entering of the Premises occupied by Lessee by County shall be, if possible, without unreasonable interference with Lessee's operations on the Premises and at reasonable times.

11.37.9 If any assessment or inspection undertaken by County, state, or federal agencies indicates that further actions should be conducted, then County shall have the right to have such further actions conducted at Lessee's expense. Lessee shall reimburse to County the cost of such assessments and inspections within sixty (60) calendar days following written demand for payment, with interest at the rate of eighteen percent (18%) per annum thereafter accruing. Lessee shall have the right to split any soil or water samples obtained by County.

11.37.10 In the event County shall arrange for the containment, removal, abatement, or remediation of Hazardous Materials or Hazardous Material Releases or Discharges on the Premises occupied by Lessee that are not the responsibility of Lessee to correct, County shall use reasonable efforts to not disrupt Lessee's operations; however, in no event shall Lessee be entitled to any abatement of rent or any amount on account of lost profits, lost Rent, or other damages as a result of County's activities under this section.

11.37.11 All flammable liquids that are kept or stored at the Premises must at all times be handled, stored, used, and dispensed in accordance with all Applicable Laws and other requirements, including, but not limited to, any rules, regulations, or minimum standards that are established by County for operations of Airport tenants.

11.37.12 The provisions of this Section 11.37 shall survive the expiration or other termination of this Agreement.

11.38 Damage to Airport Facilities. Lessee shall be responsible for any and all damage to the Airport caused by the negligence of Lessee, including, but not limited to, damage to Terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities, and any and all areas where any activities are performed by Lessee.

11.39 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of or undertaken by Lessee as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Lessee shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in **Exhibit F** and **Exhibit G**.

11.40 MOA for Land Use Controls. To the extent applicable, this Agreement is subject to the Memorandum of Agreement for Land Use Controls, dated July 1, 2015, between County and the Division of Waste Management, Florida Department of Environmental Protection, recorded on July 23, 2015, at instrument # 113129335 of the Public Records of Broward County, Florida, which

enables County to assess and remediate contamination at the Airport consistent with applicable standards and procedures.

11.41 Ground Handling. Lessee shall not utilize, hire, or otherwise employ any ground handling company that has not executed an Airline Service Provider Agreement with County, which Airline Service Provider Agreement is active and in good standing.

11.42 Signs. Lessee shall obtain the written permission of County prior to the installation of signs, billboards, or advertising on the Premises, which permission shall not be unreasonably withheld.

11.43 Use of County Logo. Lessee shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.44 Contingency Fee. Lessee represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Lessee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Lessee. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Lessee under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

11.45 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.46 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

11.47 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.48 Time of Essence. Time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained in this Agreement.

11.49 Authorized Representatives. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, staff of the Broward County Aviation Department may act on behalf of County to exercise the authority and powers of County under this Agreement.

11.50 Prohibited Telecommunications Equipment. Lessee represents and certifies that Lessee and each sublessee do not use 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, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Lessee represents and certifies that Lessee and each sublessee shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

11.51 Verification of Employment Eligibility. Lessee represents that Lessee and each sublessee has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Lessee violates this section, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

11.52 Public Records. To the extent Lessee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Lessee shall:

11.52.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.52.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.52.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.52.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Lessee or keep and maintain public records required by County to perform the services. If Lessee transfers the records to County, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt. If Lessee keeps and maintains public records, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Lessee will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Lessee contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Lessee must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Lessee as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Lessee. Lessee shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6129, SCOOPER@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have made and executed this TERMINAL BUILDING LEASE AGREEMENT: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the ____ day of _____, 20__, and Federal Bureau of Investigation, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

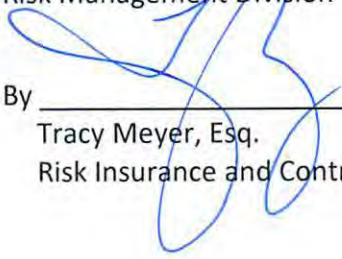
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners


By _____
Mayor

____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  _____ 6.2.21
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  _____ 6.22.21
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
NonSigTBLA – FBI
05/06/21
80071.0027

TERMINAL BUILDING LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND FEDERAL BUREAU OF INVESTIGATION

LESSEE

ATTEST:

Secretary

FEDERAL BUREAU OF INVESTIGATION

By: Sharonda Ware

Print Name: Sharonda Ware

Title: Lease Contracting Officer

(CORPORATE SEAL)

18th day of May, 20 21

WITNESS 1:

Gosia Thompson

Print Name: Gosia Thompson

Sharonda Ware
Lease Contracting Officer
Federal Bureau of Investigation

WITNESS 2:

Jennifer Brewster

Print Name: Jennifer Brewster

EXHIBIT A – LEASED PREMISES

- 315 square feet of office space (Type 2) in Terminal 3, ramp Level (see Exhibit A, Page 2 of 2).

EXHIBIT A

FEDERAL BUREAU OF INVESTIGATION

LEASE PREMISES

TERMINAL 3, RAMP LEVEL

SPACE

315 S.F.

KEY MAP

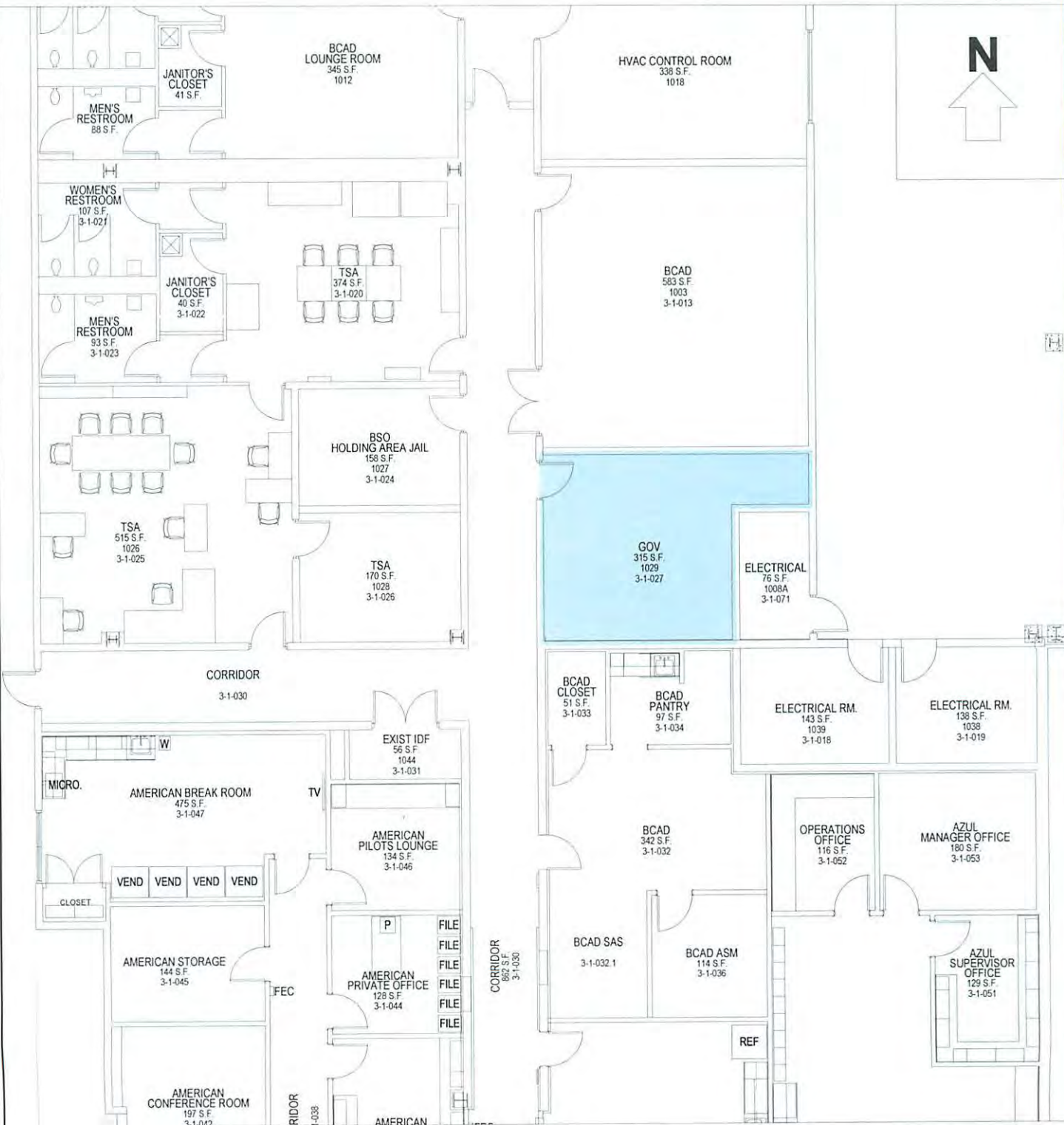
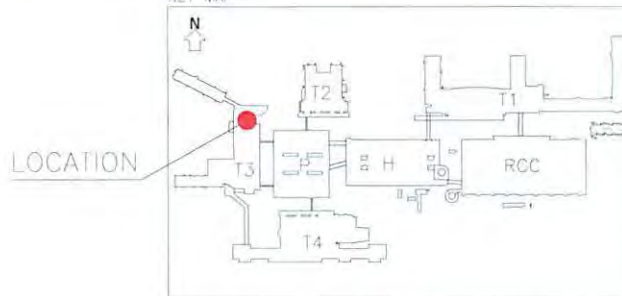


Exhibit B

Maintenance

B - County	A - Tenant	Tenant Leased Properties			All Other Non-Leased Areas	
		Ticket Counter Space	Leased Premises Non-Public Use ²	Leased Premises Public Use ¹	Interior Space	Exterior and Aircraft Apron
1 Air Conditioning						
	a. Maintenance	B	B	B	B	N/A
	b. Operation	B	B	B	B	N/A
	c. Chilled Air Distribution	B	B	B	B	N/A
2 Electrical						
	a. Bulb & Tube Repl.	B	A	B	B	B
	b. Illu. incl. Power Power exc. For Illumination -	B	A	B	B	B
	c. Maintenance	B	A	B	B	B
	d. Operational Cost	B	B	B	B	B
3 Heating						
	a. Maintenance	B	B	B	B	N/A
	b. Operation Cost	B	B	B	B	N/A
4 Water-Maintenance						
	a. Distribution	B	B	B	B	B
	b. Fixtures	B	B	B	B	B
5 Maintenance						
	a. Other than structural	B	A	B	B	B
	b. Structural	B	B	B	B	B
	c. Exterior of kinds	B	B	B	B	B
6 Sewage & Plumbing						
	a. Distribution	B	B	B	B	B
	b. Fixtures	B	B	B	B	B
7 Public Address System						
		B	B	B	B	B
8 Custodial Service						
		A	A	B	B	B
9 Window Cleaning						
	a. Exterior	B	B	B	B	N/A
	b. Interior	N/A	A	B	B	N/A
10 Ramp Markings						
		N/A	A	N/A	N/A	B

¹Tenant Leased Premises - Public Use = Holdrooms, Curbside and Remote Check-In

²Tenant Leased Premises - Non-Public Use = All Other Leased Space

EXHIBIT C - NONDISCRIMINATION REQUIREMENTS

I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Lessee (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

2. ***Non-discrimination:*** Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. ***Solicitations for Subcontracts, Including Procurements of Materials and Equipment:*** In all solicitations, either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. ***Information and Reports:*** Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. ***Sanctions for Noncompliance:*** In the event of Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. ***Incorporation of Provisions:*** Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

II. **Nondiscrimination - 14 CFR Part 152 Requirements.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. Lessee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee agrees that it will require its covered sub organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Lessee agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a

similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Lessee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Lessee shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Lessee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Lessee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Lessee shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

5. Lessee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been compliance with this subpart, and Lessee shall require its covered sub organizations to keep similar records as applicable.

6. Lessee shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Lessee shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Lessee who shall, in turn, submit same to the County for transmittal to the FAA.

EXHIBIT D - SECURITY REQUIREMENTS – AVIATION DEPARTMENT

Airport Security Program and Aviation Regulations.

Lessee shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Lessee, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Lessee shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Lessee observe these requirements. If required by the Aviation Department, Lessee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Lessee, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Lessee shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Lessee shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Lessee fails to remedy any such deficiency, County may do so at the sole cost and expense of Lessee. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Lessee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Lessee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Lessee's personnel transferred from the Airport, or terminated from the employ of Lessee, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Lessee shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Lessee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Lessee to conduct background investigations and to furnish certain data on such

employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Lessee shall permit any employee of Lessee or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Lessee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Lessee or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Lessee's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Lessee and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Lessee or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Lessee or by any subconsultant/subcontractor.

(d) If any of Lessee's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

EXHIBIT F - ENVIRONMENTAL DOCUMENTS

Company Name:

Federal Bureau of Investigation/ Miami Field Office

Mailing Address: Attn FAU
4942 Fowler Rd

Street or Post Office Box

City: Redstone Arsenal State: AL Zip Code: 35898

Name of Environmental Representative: N/A

Cell Phone Number: N/A

Email Address: N/A

Type of Agreement (Check One):

- () Airline Service Provider Agreement
- (X) Terminal Building Lease Agreement
- () Field Usage Agreement
- () Meals Aloft Permit
- () Other _____

Describe the activities performed and/or services provided under this agreement:

General office/Admin Services

Does the company use any gas, oil or other environmentally sensitive products in the operation of your business? Explain in detail.

N/A



Does the company use any equipment or vehicles that use gas, oil or other environmentally sensitive products? Explain in detail.

_____ N/A _____

Does the company perform fueling? Yes ___ No X
Does the company use a vendor to perform fueling? Yes ___ No X
If yes, what is the name and contact information of the fueling vendor?

Does the company perform aircraft or equipment maintenance? Yes ___ No X
Does the company use a vendor for aircraft or equipment maintenance? Yes ___ No X
If yes, what is the name and contact information of the maintenance vendor?

Does the company wash the exterior of planes? Yes ___ No X
Does the company use a vendor to wash the exterior of planes? Yes ___ No X
If yes, what is the name and contact information of the washing vendor?

Does the company have the following documents? Please provide a copy for the County's review:
If not applicable, denote "NA."

1. Best Management Plan, dated N/A
2. Storm Water Pollution Prevention Plan, dated N/A
3. Spill Prevention Control and Countermeasures Plan, dated N/A
4. Hazardous Materials Plan, dated N/A
5. Other applicable environmental plans:

_____ N/A _____
Is the company required to file the SARA Title III Reporting? Yes ___ No N/A

If Yes, was last filed on (date) _____



Does the company generate or store hazardous waste or hazardous materials pursuant to 40 CFR 261?

Yes ___ No N/A

If Yes, the status is _____ conditionally exempt; _____ small; _____ large quantity generator.

If required, reports were filed on (date) _____.

If Yes, what types of hazardous waste or materials do you generate or store?

Please provide all data sheets for any products used in cleaning or maintenance.

The County, State, or Federal governments issued to the Company the following environmental licenses and/or permits: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water). Provide copies of all environmental licenses and permits.

Permit Name/Type	License No.	Date Expires
1. _____	<u>N/A</u>	_____
2. _____		_____
3. _____		_____
4. _____		_____
5. _____		_____
6. _____		_____

EXHIBIT F - PREVAILING WAGE RATES

On November 17, 1983, the Broward County Board of County Commissioners enacted Section 26-5, Broward County Code of Ordinances, providing that, in all non-federally funded County construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

Prevailing Wage Rate Ordinance. If the project is not federally funded and if County is funding any portion of the construction project, then if the construction cost is in excess of \$250,000, the following shall apply:

(a) The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

(b) All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Lessee shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.

(c) If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, County shall submit the question, together with its recommendation, to the County Administrator for final determination.

(d) In the event it is found by County that any laborer or mechanic or apprentice employed by Lessee, or any subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, County may: (1) by written notice to Lessee terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, Lessee and its sureties shall be liable to County for any excess costs occasioned to County thereby.

(e) Subparagraphs (a) through (d) above shall apply to prime contracts and subcontracts under such prime contracts.

(f) Lessee shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

(g) If County is funding any portion of the work, Lessee shall submit, with each requisition to County for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Section 26-5, Broward County Code of Ordinances. The Statement shall be in the form attached as **Exhibit H**.

(h) County may withhold or cause to be withheld from Lessee so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watch persons, and guards employed by Lessee or any subcontractor on the work, the full amount of wages required by this Agreement.

(i) If Lessee or any subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, County may, after written notice to Lessee, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

**EXHIBIT G - STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE)**

Contract No. _____

Project Title _____

The undersigned Lessee hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, Broward County Code of Ordinances, and the applicable conditions of this Agreement.

Dated _____, 20__

U.S. Government, FBI

Lessee

By Sharonda Ware

(Signature)
Sharonda Ware
Lease Contracting Officer
Federal Bureau of Investigation

(Name and Title)

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

EXHIBIT H - GSA FORM 3517B GENERAL CLAUSES

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 1

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	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.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 2

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

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 Lessor, which shall not be unreasonably withheld.

2. 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. 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.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 3

4. 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. 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. 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. INTEGRATED AGREEMENT (JUN 2012)

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. 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. DELIVERY AND CONDITION (JAN 2011)

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

(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.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 4

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,

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

11. 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

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 5

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. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

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. 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. 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. 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. 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. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. 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, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. 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. 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. 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. 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.


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. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state 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 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. 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

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 6

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. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(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 TIs conforming to this Lease and the approved 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 TIs 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 Space 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.

17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity

"Registered in the System for Award Management (SAM)" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 7

- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical)
 - (5) Company telephone number
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry)
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 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

LESSOR: _____ GOVERNMENT: _____



GSA FORM 3517B
REV (08/20)
Page 8

- (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.

(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

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 9

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 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 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.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (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: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

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

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 10

(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 amount of the contingent fee.

(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 holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government 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.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

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

This clause is incorporated by reference.

26. 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.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition:*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 11

Poster(s)	Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s.)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 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.

(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.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 12

(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.

29. 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 \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

31. CHANGES (MAR 2013)

(a) The 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 costs 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) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the 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 shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)

This clause is incorporated by reference.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 13

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 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.

39. 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.

40. 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.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 14

43. **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.
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
46. **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.
47. **52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

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

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

Covered foreign country means The People's Republic of China

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment, or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
 - (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 15

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

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

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

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

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

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

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

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

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

(b) *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

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 16

(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 of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: 

GSA FORM 3517B
REV (08/20)
Page 17