AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF MORGANTOWN, LESSOR AND THE UNITED STATES OF AMERICA, LESSEE, AS THE SAME PERTAINS TO THE MORGANTOWN AIRPORT; MORE SPECIFICALLY THE FEDERAL GOVERNMENT'S INTENT TO LEASE SPACE SO AS TO OPERATE AN AIR TRAFFIC CONTROL MANAGEMENT OFFICE.

WHEREAS, the United States of America has in the past leased from the City of Morgantown space so as to operate an Air Traffic Control Management Office;

WHEREAS, the aforementioned lease has expired and the United States of America is desirous of entering into a new lease for the operation of the Air Traffic Control Management Office, a copy of said lease agreement being attached hereto and made a part of this ordinance; and

WHEREAS, the City of Morgantown is agreeable to said lease agreement.

NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, that its City Manager is authorized to enter into the Air Traffic Control Management Office lease agreement hereto attached, on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

_____
MAYOR

ADOPTED:

FILED:

_____
CITY CLERK

RECORDED:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

LEASE for REAL PROPERTY

Lease No: DTFAEN-12-L-00129
Geographical Location: Morgantown, WV

1. THIS LEASE (9/98), entered into by and between **The City of Morgantown** whose interest in the property hereinafter described is that of **Owner**, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises:

155 square feet of office space located at the North Terminal Building at Morgantown Municipal Airport to be utilized as the Air Traffic Control Manager's Office.

3. TERM (1/01) - To have and to hold, for the term commencing on **October 1, 2011** and continuing through **September 30, 2016** inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds **Lease No: DTFAEA-07-L-00056**, which expired on September 30, 2011.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after **October 1, 2011** by giving at least **30** day notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of **two hundred seventy five dollars ($275) per month** will be payable to the LESSOR in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than **30 days** will be prorated. Checks will be made payable to: **The City of Morgantown**

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from **7 a.m. to 6 p.m.** except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

- ELECTRICITY
- WATER (hot & cold)
- SNOW REMOVAL
- TRASH REMOVAL - Daily
- CHILLED DRINKING WATER
- HVAC 68 to 74 DEG. F
- DAILY TOILET SUPPLIES & CLEANING
- DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.
- GROUND MAINTENANCE
- WINDOW WASHING Frequency washed: twice yearly.
- CARPET CLEANING Frequency: daily vacuuming and shampooed twice yearly.
- PAINTING Frequency: re-paint every three years
- INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
- EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.
- CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:
- Backing or underlayment is exposed.
  2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as, part of the rental considerations; an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request, the full text will be provided by the RECO.

f. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted. Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request, the full text will be provided by the RECO.

g. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

h. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

i. The following clauses are incorporated by reference: Upon request, the full text will be provided by the RECO.

- DEFAULT BY LESSOR (10/96)
- COMPLIANCE WITH APPLICABLE LAWS (10/96)
- OFFICIALS NOT TO BENEFIT (10/96)
- COVENANT AGAINST CONTINGENT FEES (8/02)
- ANTI-KICKBACK (10/96)
- EXAMINATION OF RECORDS (10/96)
- ASSIGNMENT OF CLAIMS (10/96)
- SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)
- INTEGRATED AGREEMENT (10/96)
- EQUAL OPPORTUNITY (10/96)
- AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM
- ERA VETERANS (10/96)
- AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
- SEISMIC SAFETY FOR EXISITING BULDINGS (1/07)
- CCR (10/06)
- EFT(10/06)

8 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY (OCT-06)

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

(1) "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) "Contractor" is synonymous with "Lessor" for real property leases or other contracts

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

(4) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

(5) "Registered in the CCR database," means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

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

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property¿ the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

b) Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

9. - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at http://www.dnb.com directly to obtain one.

Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

10. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____/_____

Signature of Offeror /Date

11. ATTACHMENTS (8/02) -

X See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

12a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)* City of Morgantown	9b. SIGNATURE OF OWNER	9c. DATE (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
13a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE (10/96)

ATTACHMENT A

Small Lease No: DTFAEN-12-L-000129

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems will be brought into compliance according to the current edition of NFPA. The building will, as required by Code, be equipped with automatic sprinklers, which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station will be accomplished through the building fire alarm system. Regardless of code requirements when the leased premises (including garage areas under lease by the FAA) are on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system will be provided, maintained, and tested by the LESSOR in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, will be maintained in accordance with the manufacturers' recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers will be provided, inspected, and maintained by the LESSOR in accordance with NFPA Standard No.10.

B2-Halon (8/02)
Wherever halon is used in a facility as a fire extinguishing system, the LESSOR will comply with all NFPA standards regarding use of and safety requirements for the use of halon.

B3-Indoor Air Quality (8/02)
The LESSOR will control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased premises will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation will be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.* The FAA HVAC Checklist will be reviewed with the Preconstruction checklist at the preconstruction meeting.

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

MSDS will be provided for all cleaning solutions used in the FAA spaces.

B4-OSHA Requirements (10/96)
The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B5-Radon (10/96)
Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or

above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

B6-Refrigerants (8/02)
The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B7-Warranty Of Space (8/02)

a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the LESSOR warrants that all leased premises to the Government under this contract, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, engineering spaces in the same ventilation zone as the leased premises, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The RECO will notify the LESSOR in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, LESSOR would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.
b) The leased premises will be free of all asbestos-containing material, PCBs, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased premises the Government reserves the right to require the LESSOR, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the RECO.
c) If the LESSOR fails, after receipt of notice, to make correction within the specified period of time, the Government will have the right to make correction and charge to the LESSOR the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.
d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.
e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a

portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the leased premises to the Government, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, public spaces, engineering spaces in the same ventilation zone as the leased premises and common use space (e.g., lobbies, hallways). Following such abatement actions, the LESSOR will adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

III. SECTION C- MISCELLANEOUS

C1 - Non-Restoration (10/96)
The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

IV. SECTION D- SECURITY REQUIREMENTS

D1 Facility Security (4/09)

D1 - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

D2 - Contractor Personnel Suitability Requirements (1/11)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are: LOW

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation, which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:
- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2-year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):
- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Regional and Center Contracts:

Federal Aviation Administration
1 Aviation Plaza, Room 236
Jamaica, NY 11434
Attn: Personnel Security Specialist, AEA-750

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

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

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all

subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

D3 - Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold $100 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

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

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR,

and Morgan Town Municipal Airport Facility Director. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at Morgantown Municipal Airport North Terminal building Air Traffic Manager's Office must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV cardholder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

D4 - Foreign Nationals as Contractor Employees (April 2008)

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

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

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

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

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

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.