

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: December 13, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON: Samuel Rodriguez, P.E., Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, be authorized to sign Contract No. 80JSC018P0035 - NNJ19ZA01P by and between the National Aeronautics and Space Administration ("NASA") and the City of El Paso ("Contractor") for the lease of hangar and office space located at 8101 and 8201 Boeing Drive, El Paso, Texas to incorporate two three (3) month options into that agreement.

Annual Rental Fees: \$304,020.79 annually / \$25,335.07 monthly. No rental adjustment is due at this time.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting the approval of NASA's request to add a three-month extension and one additional three-month extension (if needed) to the current NASA lease at the Airport. This extension will allow NASA to continue their operations at the Airport while continuing to negotiate a new lease and ensures NASA's longstanding relationship with the Airport continues. This modification will set a new termination date of March 31, 2023. If the additional three month extension is requested by NASA, the expiration date will be June 30, 2023.

PRIOR COUNCIL ACTION:

- March 6, 2018 – Approved Contract No. 89JSCO18P0035.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD: _____


Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign Contract No. 80JSC018P0035-NNJ19ZA01P by and between the National Aeronautics and Space Administration ("NASA") and the City of El Paso ("Contractor") for the lease of hangar and office space located at 8101 and 8201 Boeing Drive, El Paso, Texas to incorporate two three (3) month options into that agreement.

APPROVED this ____ day of _____, 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

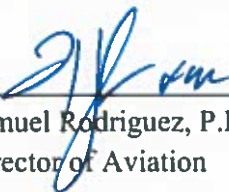
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 37
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2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16B	4. REQUISITION/PURCHASE REQ. NO. 4200822340	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696	7. ADMINISTERED BY (If other than Item 6) NASA Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) EL PASO, CITY OF 300 N CAMPBELL ST EL PASO TX 79901-1402	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 80JSC018P0035-NNJ192A01P
		10B. DATED (SEE ITEM 13) 11/21/2022
CODE 3XVY1	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Continuation Sheet If Applicable

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to issuing office.	

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to:

- Add Options 3a and 3b. to Clause OPTION TO EXTEND PERIOD OF PERFORMANCE (see attached pages).

All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>TORALDO SCHARPE ASST DIR OF AVIATION</i>	16A. NAME AND TITLE OF AUTHORIZING OFFICIAL (Type or print) Vanessa E. Wyche
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign) Previous edition unusable	15C. DATE SIGNED 12/6/22
16B. UNITED STATES OF AMERICA VANESSA WYCHE Digitally signed by VANESSA WYCHE Date: 2022.11.29 09:04:09 -06'00' Vanessa Wyche, JSC Center Director	16C. DATE SIGNED See Block 16B

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
80JSC018P0035P

NAME OF OFFEROR OR CONTRACTOR **EL PASO, CITY OF**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Lease of El Paso International Airport Hangars and Ramp Space Period of Performance: January 01, 2018 - September 30, 2019 Option 1: October 01, 2019 - September 30, 2021 Option 2: October 1, 2021 - December 31, 2022 LEASE				
0001	Incrementally Funded Amount \$382,352.94 Purchase Requisition: 4200646613 Fund: EXCX22018D Appropriation: 8018/ 190115				\$532,000.00
0002	UTILITIES Incrementally Funded Amount \$117,647.06 Purchase Requisition: 4200646613 Fund: EXCX22018D Appropriation: 8018/ 190115 Purchase Requisition: 4200677834 Fund: EXCX22018D Appropriation: 8018/ 190115				\$168,000.00
0003	Option 1 - Lease Incrementally Funded Amount \$608,000.00				\$608,000.00
0004	Option 1 - Utilities Incrementally Funded Amount \$192,000.00				\$192,000.00
0005	Option 2 - Lease Incrementally Funded Amount \$380,000.00				\$380,000.00
0006	Option 2 - Utilities Incrementally Funded Amount \$120,000.00				\$120,000.00
0007	Option 3a - Lease: January 1, 2023, to March 31, 2023 Funded Amount \$0				
0008	Option 3a- Utilities Funded Amount \$0				
0009	Option 3b - Lease - April 1, 2023, to June 30, 2023 Funded Amount \$0				
0010	Option 3b- Utilities Funded Amount \$0				

TERMS AND CONDITIONS

STATEMENT OF WORK

**STATEMENT OF WORK LEASE OF HANGAR FACILITIES AT THE EL PASO
INTERNATIONAL AIRPORT (EPIA)**

FOR

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)
LYNDON B. JOHNSON SPACE CENTER (JSC)**

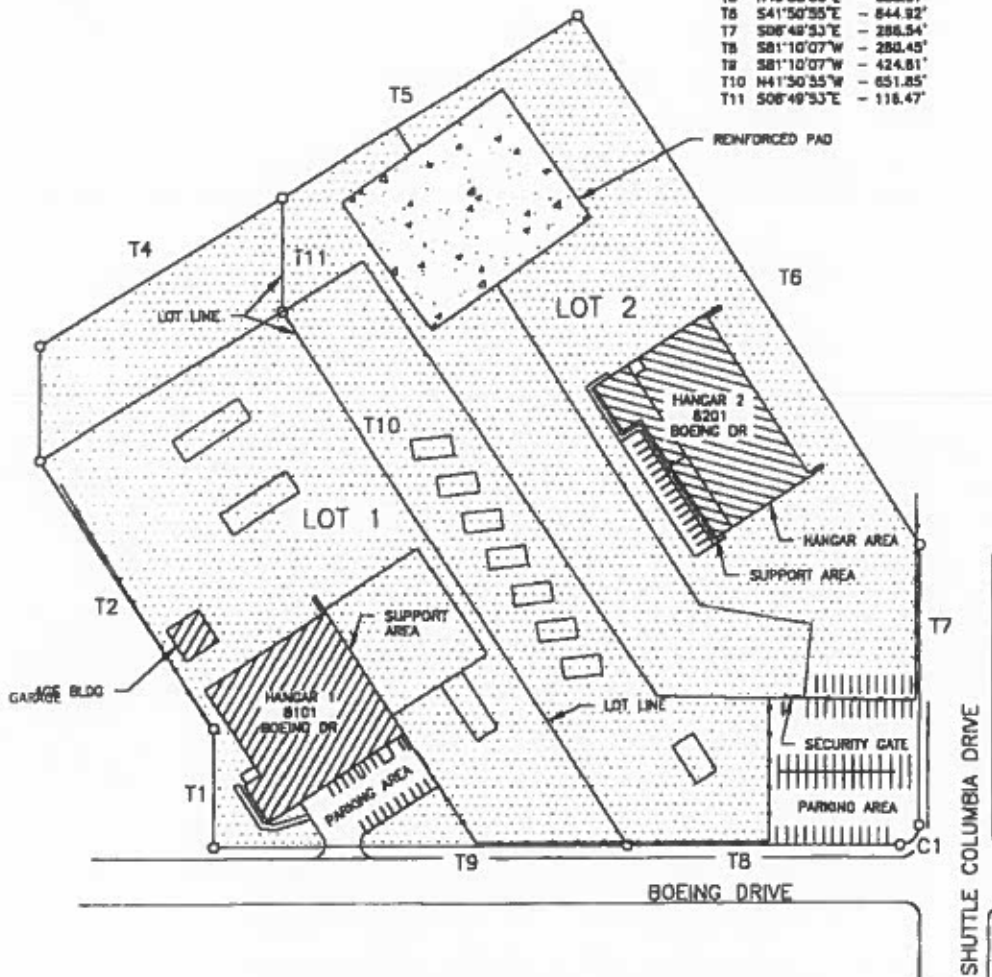
The LESSOR shall furnish all resources necessary and/or incidental to providing hangar space of approximately 49,900 square feet; of which approximately 8,860 square feet is for administrative area, meeting rooms, break room areas, restroom areas, and parts storage areas. Additionally, approximately 417,000 square feet of Hot Mix Asphalt Concrete (HMAC) ramp space along with approximately 65,000 square feet of reinforced concrete airplane pads are required at EPIA to support the NASA aircraft (as identified on Attachment 1) as set forth below. The owner is City of El Paso, hereafter referred to as the LESSOR.

1. Hangars #1 and #2 and Housing of Aircraft — NASA may house other NASA-owned aircraft as required in the hangars.
2. Refueling — The LESSOR shall allow the refueling of NASA-owned aircraft in Lots I and 2 as identified on Attachment 1.
3. Uncovered Space (Ramp Areas and Parking Lots) — Lots I and 2, as identified on Attachment 1, shall be provided to NASA for use as parking for its employees, contractors, customers, and visitors, and for use as preferential ramp zone for NASA-owned equipment and aircraft as well as for parking, servicing, refueling, and maintenance of such aircraft. The LESSOR shall allow NASA the use of taxiways and runways, for the takeoff and landing of NASA-owned aircraft when required.



BEARING AND DISTANCE SCHEDULE

C1	N38°10'07"E	- 31.42' W/ R20'
T1	N08°48'53"W	- 121.47'
T2	N41°50'55"W	- 327.44'
T3	N08°48'53"W	- 118.79'
T4	N48°58'00"E	- 289.99'
T5	N48°58'00"E	- 355.67'
T6	S41°50'55"E	- 844.92'
T7	S08°48'53"E	- 288.54'
T8	S81°10'07"W	- 280.45'
T9	S81°10'07"W	- 424.81'
T10	N41°50'55"W	- 651.85'
T11	S08°48'53"E	- 118.47'



- PREFERENTIAL UNCOVERED ZONE - PORTIONS OF LOT 1 & LOT 2
- HANGAR 1 - SGT MAINTENANCE/OPERATIONS AND GARAGE 8101 BOEING DRIVE
- HANGAR 2 - T38 MAINTENANCE DEPOT 8201 BOEING DRIVE
- PARKING AREA
- REINFORCED PAD
- CHAIN LINK FENCE

Attachment 1

ELUS 4991

APPLICABLE COMMERCIAL CLAUSES

This order is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions – Commercial Items (May 2015), incorporated by reference; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes and Executive Orders, Commercial Items (Mar 2016) attached to this order; and any additional terms and conditions checked below or included as a Center specific requirements as addenda to 52.212-4.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS (DEC 2013)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) *Alternate I* (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) *Alternate I* (JAN 2011) of 52.219-4.
- (13) [Reserved]

- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) *Alternate I* (NOV 2011).
- (iii) *Alternate II* (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) *Alternate I* (OCT 1995) of 52.219-7.
- (iii) *Alternate II* (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637 (d)(4)).
- (ii) *Alternate I* (Nov 2016) of 52.219-9.
- (iii) *Alternate II* (Nov 2016) of 52.219-9.
- (iv) *Alternate III* (Nov 2016) of 52.219-9.
- (v) *Alternate IV* (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) *Alternate I* (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) *Alternate I* (OCT 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT® -Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) *Alternate I* (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) *Alternate I* (Jun 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) *Alternate I* (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C.2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) *Alternate I* (MAY 2014) of 52.225-3.

- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) *Alternate I* (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-17, No displacement of Qualified Workers (May 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards — Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards — Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792).
- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iv) 52.222-17, No displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)
 - (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) *Alternate I* (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O.12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O.13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) *Alternate I* (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels(FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.ecfr.gov

(End of clause)

1852.215-84 OMBUDSMAN (NOV 2011)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) ALTERNATE I (FEB 2006)

PERIOD OF PERFORMANCE

The period of performance is from January 1, 2018, to December 31, 2022.

(End of Clause)

CONTRACT PRICE

(a) Lease: The total firm-fixed price (FFP) of the lease is \$1,520,000.

(b) Utilities: The total fixed-price of utilities is \$480,000.

(End of Clause)

1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of items 1 through 10, the sum of **\$2,000,000**, is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds

will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date Amounts

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 31, 2023.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimated date when the point referred to in paragraph(c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a). This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

FIXED PRICE ECONOMIC PRICE ADJUSTMENT - UTILITIES

- (a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for utilities shown in the Schedule either increase or decrease. The Contractor shall furnish this notice prior to submission of the final invoice for this period, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.
- (b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases for utilities in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise

utilities price as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the price for utilities shown in the Schedule. There shall be no adjustment for—

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of utilities during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(e) The Lessor agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the Lessor or any assignee, which arise under the utilities portion of this contract and for which the Lessor has received reimbursement shall be paid by the Lessor to the Lessee. The Lessor and each assignee, under an assignment entered into under this contract and in effect at the time final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Lessee on a NASA Form 780 of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to the Contracting Officer.

(End of Clause)

OPTION TO EXTEND PERIOD OF PERFORMANCE

The Government may require the Contractor to continue to perform baseline services under this order beyond the above stated period of performance, through an option. The Contracting Officer may exercise this option by issuance of a unilateral modification 14 days or more before the end of the period of performance set forth above. Should the option be exercised, the resultant order will include all terms and conditions of the basic order as it exists immediately prior to the exercise of the option except for the following changes:

(a) Option 1

- (i) *Period of Performance* will be replaced with the following:
“The period of performance is from January 1, 2018, to September 30, 2021.”
- (ii) *Contract Price* will be replaced with the following:
 - (a) Lease: The total firm-fixed price (FFP) of the lease is \$1,140,000.
 - (b) Utilities: The total fixed-price of utilities is \$360,000.

(b) Option 2

- (i) *Period of Performance* will be replaced with the following:
“The period of performance is from January 1, 2018, to December 31, 2022.”
- (ii) *Contract Price* will be replaced with the following:
 - (a) Lease: The total firm-fixed price (FFP) of the lease is \$1,520,000.
 - (b) Utilities: The total fixed-price of utilities is \$480,000.

(c) Option 3(a)

- (i) *Period of Performance* will be replaced with the following:
“The period of performance is from January 1, 2023, to March 31, 2023.”
- (ii) *Contract Price* will be replaced with the following:
 - (a) Lease: The total firm-fixed price (FFP) of the lease is \$75,999.99.
 - (b) Utilities: The total fixed-price of utilities is \$35,000.00.

(c) Option 3(b)

- (i) *Period of Performance* will be replaced with the following:
“The period of performance is from April 1, 2023, to June 30, 2023.”
- (ii) *Contract Price* will be replaced with the following:
 - (a) Lease: The total firm-fixed price (FFP) of the lease is \$75,999.99.
 - (b) Utilities: The total fixed-price of utilities is \$35,000.00.

(End of Clause)

LEASED PREMISES

City of El Paso (also referred to in this contract as LESSOR), in consideration of the rental covenants, conditions, agreements and stipulations of LESSEE hereinafter expressed, agrees to lease the premises described below and illustrated in Attachment I, hereafter called Leased Premises. The LESSOR shall lease to the National Aeronautics and Space Administration (NASA) Johnson Space Center (JSC) (also referred to in this contract as LESSEE) hangars, parking areas, and ramp space at 8101 and 8201 Boeing Drive, El Paso International Airport (EPIA), El Paso, Texas, as described below and in accordance with the Statement of Work.

(a) Covered Space (Existing)

- (i) Hangar Number 1 (NASA Super Guppy Transport Maintenance and Operations

Facility), 8101 Boeing Drive.

Hangar Space (approx.)	19,440 square feet
Office Supply Area (approx.)	3,660 square feet
TOTAL	23,100 square feet

- (ii) Hangar Number 2 (NASA T38 Depot Maintenance and Operations Facility), 8201 Boeing Drive.

Hangar Space (approx.)	21,600 square feet
Office/Supply Area (approx.)	5,200 square feet
TOTAL	26,800 square feet

- (iii) TOTAL FOR HANGARS 1 AND 2 49,900 square feet

(b) Uncovered Space: Portions of Lot 1 and Lot 2— as identified on Attachment I as a NASA preferential ramp zone and parking areas.

(End of Clause)

MAINTENANCE AND REPAIRS

Lessee shall be responsible for the general repair and maintenance of the Hangars #1 , garage building, and Hangar #2 premises. The hangar premises shall be kept clean, orderly, and in good condition of repair and shall at the termination of this contract be returned to the Lessor in as good condition as when received, reasonable wear and tear excepted.

The Lessor shall be responsible for repairs to the structural elements of the leased premises except for any damage caused by the negligence of NASA and its contractors. For purposes of this paragraph, structural elements shall mean the roof, foundation, support columns, structural steel, water, sewer and electrical mains, electrical supply circuits' exterior walls, and any or all other structural and foundation elements. Lessor will have no responsibility to repair or maintain any of Lessee-owned installed and operated equipment or non-permanent structures, such as the aircraft wash rack, portable equipment, portable building, and any and all other such equipment or non-permanent structures not otherwise listed. The preferential uncovered ramp zone and parking areas shall be repaired and maintained by the Lessor as deemed necessary and appropriate by the Lessor. Lessor agrees, at its own cost and expense, to repair and or replace any damages or injury done by anyone other than Lessee's employees, customers, clients, or guests, as well as to repair or replace any damage or injury caused by acts of God, or that have no apparent cause at all. Lessor shall not be called upon to make any such repairs occasioned by the act, negligent act or omission of Lessee, its agents, employees, customers, licensees or contractors.

Lessee shall maintain the entire leased premises in good and operable condition and repair, making replacements thereof as may be necessary, for example, any modified plumbing and electrical fixtures. glass, and cleaning. Lessee acknowledges familiarity with the present condition of the leased premises and accepts same in their "AS IS" condition with the understanding that during the lease term hereof Lessee will properly maintain the entire leased premises in good and operable condition so that the same will be in good and satisfactory operable condition at the termination of this Lease in all respects and particulars, except only for normal wear and tear and depreciation. Any repairs done by the Lessee shall conform to all applicable laws, ordinances and building codes. Lessee is not responsible for any additional costs associated with conforming to new applicable laws, ordinances and building codes that were not in place at the time the contract was signed. Lessee agrees, at its own cost and expense, to repair or replace any damages or injury done by itself or any customers, clients, guests to the land or any building or improvements which may be erected thereon, or any part thereof.

(End of Clause)

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee shall be able to make alterations and improvements to the property with Lessor's written permission given in advance to the NASA Contracting Officer, and said permission shall not be unreasonably withheld by Lessor such that it affects the mission of the Lessee. In the event Lessor provides consent to the Contracting Officer, to the making of any alterations, additions or improvements to the Leased Premises by Lessee, the parties may negotiate a downward equitable adjustment to the cost of the lease if the proposed alteration or improvements enhance the value and use of the Lessor's property. The Lessor and Lessee shall make every good faith effort to negotiate a downward adjustment to the lease prior to the Lessee incurring costs commencing with alterations, additions and improvements to the Leased Premises. The downward adjustment shall be based upon the amortization of the full value of the improvement to the Lessor's premises over the remaining period of the contract.

The Lessee shall submit plans, drawings, and an estimated cost for each such permanent improvement to the Director of Aviation for approval; such approval is limited only to the Director of Aviation's approval. Within 20 calendar days of the Lessee's submission, the Director of Aviation shall notify the Contracting Officer in writing that the plans and drawings have been approved, or that they will be approved upon the correction of noted discrepancies identified by the Director of Aviation. The approval of any plans, specifications, and working drawings by the Director of Aviation for Lessee's construction or alterations of improvements shall create no responsibility or liability on the part of the Lessor for their completeness, design, sufficiency of compliance with all laws, rules and regulations of federal, state, county, and municipal authorities.

It is specifically understood that the Department of Aviation is only one of numerous Departments of the City and that, in addition to obtaining approval of the Director of Aviation, Lessee may be required to obtain appropriate approval of other City Departments. Upon the Lessee's correction of all discrepancies, Lessee shall submit three (3) sets of plans and drawings to the Lessor through its appropriate City Departments for the approval of the plans and drawings. In the case where a permit(s) is(are) required, the Lessee shall provide to the Director of Aviation copies of the permits issued, the certificate of occupancy, and one set of as-built drawings after the completion of the alteration, addition or improvement.

Nothing herein creates an obligation on the part of the Lessee or a right on the part of the Lessor for the Lessee to make any improvements to the leased premises.

(End of Clause)

LESSOR'S RIGHTS OF ENTRY

Lessee hereby agrees that the Lessor shall have the right at any time upon reasonable notice to Lessee to enter the Leased Premises to inspect the same and to make any and all improvements, alterations and additions of any kind whatsoever, providing that such activity is reasonably necessary or convenient to the use to which the leased premises are being put to at the time and with the approval of the authorized Lessee representative in charge. Lessor will not disturb

Lessee's conduct of business, except in cases of emergency. Lessor can, with reasonable notice market and exhibit the Leased Premises to prospective tenants within the last 7 business days prior to end of the one (1) year initial Lease term, unless the Lessee has provided with the Lessor of its intent to exercise the option periods and with the approval of the authorized Lessee representative in charge. During that time period, Lessor may also place notices in and upon the Leased Premises at such places as determined by the Lessor. Lessee shall not interfere with the notices.

(End of Clause)

TAXES

Lessor is a tax-exempt government entity and all applicable real property taxes, if any, were included and agreed upon by Lessor and Lessee in the lease price listed in this order.

(End of Clause)

HAZARDOUS SUBSTANCES

(a) Compliance with Environmental Laws. Lessee shall conduct all operations or activities upon the Leased Premises, in compliance with all Environmental Laws, as hereinafter defined. Lessee shall not engage in or permit any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Hazardous Substances, as hereafter defined, at, on, in or about the Leased Premises.

For the purpose of this lease:

1. "Hazardous Substance Law" means any federal, state or local statute, regulation, rule, ordinance or common law principle concerning the presence, possession, handling, storage, treatment, transportation, disposal or cleanup of, or liability for, a Hazardous Substance, as currently in effect and as hereafter enacted or modified.
2. "Hazardous Substance" means any chemical compound or material which is deemed a hazardous substance, hazardous waste, hazardous material, infectious waste or toxic substance, or any combination defined, listed or classified by reasons of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive carcinogenicity, extraction procedure toxicity, toxicity characteristic, leaching procedure toxicity, petroleum product; "hazardous waste", "restricted hazardous waste", and "waste" with the above stated properties, as defined in Federal code; and any other chemical material or substance that because of its quantity, concentration, physical or chemical characteristics exposure to which is limited or regulated for health, safety, and environmental reasons by any governmental authority with jurisdiction, or which poses significant present or potential hazard to human health and safety or to the environment if released to the workplace or environment.

Should some violation of Environmental Laws occur, the Lessee must notify the Lessor immediately and take reasonable steps to contain any immediate health or safety violation.

Lessee will take immediate actions to remedy the violation of any Environmental Law at its sole cost and expense, if caused by the Lessee.

(End of Clause)

SURRENDER OF PREMISES

Upon termination or expiration of this lease, Lessee shall surrender the premises in good condition and repair, reasonable wear and tear and loss by fire, explosion, windstorm, or other casualty are exempt.

(End of Clause)

PARKING

The parking area shall be for the exclusive use of the customers, clients, patrons, and business invitees of the Lessee. See Attachment 1 for specific parking spaces allotted for this lease.

(End of Clause)

SIGNS

Lessee shall have the right to install at its own cost and expense, necessary and usual trade signs, including electrical signs, on the front of said premises, said signs to be erected and installed and maintained in a first class manner, in accordance with the ordinances of the township- county and state in which the premises are located with the written approval of the Director of Aviation which will not be unreasonably withheld. Upon the expiration of the Lease, the Lessee shall remove such sign at the Lessee's own expense.

(End of Clause)

AMENDMENTS

It is understood and agreed by and between the Lessee and the Lessor that the lease shall not be amended except in writing executed by both parties pursuant to FAR 52.212-4(c). Only the Contracting Officer has the authority to amend, execute and legally bind the Lessee. Any direction action the Lessor takes which does not come from the NASA Contracting Officer the Lessor does at their own risk.

(End of Clause)

ASSIGNMENT BY LESSOR

Lessor shall have the right to assign or transfer, in whole or in part, every feature of its right and obligations, hereunder and in the Leased Premises. Any changes in ownership must be made pursuant to FAR 52.215-19, *Notification of Ownership Changes*.

(End of Clause)

SEVERABILITY

This lease shall be construed in accordance with Federal Law. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and reasonable and be legal, valid and enforceable.

(End of Clause)

INVOICE INSTRUCTIONS

In accordance with FAR 32.905, invoices shall include documentation to support the monthly billed amount. As a minimum, the invoice shall include: (1) invoice data (the total amount invoiced, the cumulative amount invoiced to date, the date, contract number, invoice number and the period of performance for which the voucher was submitted); (2) name of Lessor; (3) description of service; (4) name, title, phone number and mailing address of person to be notified in the event of defective voucher ; and, (5) statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period, and such other pertinent data as shall be required by the Lessee. The vouchers for all utilities shall also be accompanied by the actual bill received from the utility provider(s).

(End of Clause)