

ATTACHMENT J.5 – LEASE AGREEMENT

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 00-00-0000

LEASE NO. REEMCBCDOE-5-22-????/ DE-EM????

THIS LEASE, made and entered into this date by and between [**OFFEROR FILL-IN Company Name**] for the lease of square footage of Storage Facility Building,

Whose address is [**OFFEROR FILL-IN Corporate Address**] and whose interest in the property hereinafter described is that of Owner/Operator,

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follow:

1. The Lessor leases to the Government the following described premises for the sole purpose of storing elemental mercury in accordance with the [**Contract # TBD**] requirements for the long-term storage and management of elemental mercury: [**OFFEROR FILL-IN with Facility Description**], consisting of [**OFFEROR FILL-IN**] Square Feet, capable of storing up to 760 metric tons of elemental mercury during the first year, increasing up to 890 metric tons in the second year, 1020 metric tons in the third year, 1150 metric tons in the fourth year, and up to 1280 metric tons total in the fifth year. The elemental mercury will be stored in one metric ton or three-liter containers pursuant to Lessor's State of (**OFFEROR FILL-IN State Name**) Environmental Protection Agency (EPA) ID. NO. [**OFFEROR FILL-IN**], HAZARDOUS WASTE PERMIT [**OFFEROR FILL-IN**].
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on [TBD] through [TBD], subject to termination and renewal rights as may be hereinafter set forth.
3. For the first 12 months of the lease, the Government shall pay the Lessor an **annual rent of \$[OFFEROR FILL-IN]** at the rate of \$[**OFFEROR FILL-IN**] **per month** in arrears and no annual State Tax.
4. This lease is for one year and can be renewed at the option of the Government, for the following terms and at the following rentals fees set forth above. **Four (4) one (1) year options terms , provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term or any renewal term;** The Government may terminate this lease at any time-by giving at least 60 days written notice to the Lessor and shall remove all of the Government's Elemental Mercury from the premises within such 60-day period.
5. Lessor may terminate this lease by giving at least 365 days written notice to the Government. The Government shall remove all of its Elemental Mercury from the premises within such 365-day period.
6. This lease is for the sole and exclusive purpose of storing elemental mercury for the Government on the Lessor's premises as described in this Lease and in accordance with the [Contract # TBD] requirements for the long-term management and storage of elemental mercury. The Government shall have no rights to store anything on the leased premises, or at any other Lessor facility pursuant to this lease, other than elemental mercury as described therein. The Government shall be given

reasonable access to the portion of the facility covered by the lease. To the extent that modifications of the leased facility are necessary or desired, the Government shall be given notice of such modifications for review and approval.

7. All other terms and conditions of this lease shall remain the same during any renewal term. Notice of renewal shall be computed commencing with the day after the date of mailing. In the event the Government does not renew this lease as set forth herein, the rent and other charges set forth above shall continue to accrue and shall be paid by the Government, and this lease shall be extended past the expiration date of this lease until such date as the Government has removed all elemental mercury from the premises. Notice of nonrenewal shall be computed commencing with the day after the date of mailing.
8. The following are attached and made a part here of:

General Clauses, (Acquisition of leasehold Interests in Real Property), Pages 3-12

9. The following changes are made in this lease prior to its execution.

[To be determined.]

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates shown below.

Lessor: Lessor's, Authorized Representative

_____ Date _____
Authorized Representative Signature

In the presence of a witness

_____ Date _____
Witness Signature

Lessee: US Government, Department Of Energy

_____ Date _____
Larry Kelly, Real Estate Contracting Officer

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	552.270-11	SUCCESSORS BOUND
	2	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	3	552.270-24	STATEMENT OF LEASE
	4	552.270-25	SUBSTITUTION OF TENANT AGENCY
	5	552.270-26	NO WAIVER
	6		INTEGRATED AGREEMENT
	7	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	8		DEFAULT BY LESSOR
	9	552.270-19	PROGRESSIVE OCCUPANCY
	10		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	11		FIRE AND CASUALTY DAMAGE
	12		COMPLIANCE WITH APPLICABLE LAW
PAYMENT	13	552.270-12	ALTERATIONS
	14	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	15	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	16	552.270-31	PROMPT PAYMENT
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STANDARDS OF CONDUCT	19	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	20	552.270-32	COVENANT AGAINST CONTINGENT FEES
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ADJUSTMENTS	22	52-223-6	DRUG-FREE WORKPLACE
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	25	552.270-13	PROPOSALS FOR ADJUSTMENT
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LABOR STANDARDS	28	52.222-26	EQUAL OPPORTUNITY
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GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property)

1. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, and successors. This Lease cannot be assigned.

2. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title, State, local and Federal licenses, permits necessary to operate and/or other interest in the premises and other property as is necessary to store the Government's elemental mercury in accordance with the provisions of this lease and the contract [Contract #TBD] requirements for the long-term management and storage of elemental mercury. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed

delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

3. 552.270-24 STATEMENT OF LEASE (SEP 1999)

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

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

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

4. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

This clause is incorporated by reference.

5. 552.270-26 NO WAIVER (SEP 1999)

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

6. INTEGRATED AGREEMENT (JUN 2012)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the lease.

7. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

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

8. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
- (b) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the lease on account of the Lessor's default.
- (c) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, without excuse, shall constitute a default by the Lessor. Failure of a regulatory authority with proper jurisdiction to allow Lessor to lease the premises for the purpose intended in this lease shall not constitute a default by Lessor.
- (d) Grounds for Termination. The Government may terminate the lease if:
- (e) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (f) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
- (g) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this lease shall not be excused if its failure in performance arises from:
 - i. Circumstances within the Lessor's control;
 - ii. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the government's knowledge of such matters;
 - iii. The condition of the Property;
 - iv. The acts or omissions of the Lessor, its employees, agents or contractors; or
 - v. The Lessor's inability to obtain sufficient financial resources to perform its obligations.
- (h) The rights and remedies specified in this clause are in addition to all remedies to which the government may be entitled as a matter of law.

9. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 199)

This clause is incorporated by reference.

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

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, and safety systems. Provide access to the premises, without reasonably preventable or

recurring disruption, as is required to store the elemental mercury. For so maintaining the premises, the Lessor may enter the premises at its sole discretion at any time. Upon request of the Contracting Officer (CO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, upon the Lessor's prior consent not to be unreasonably withheld, after the lease award date and during the term of the lease, to inspect all areas of the Property to which access is necessary for determining the Lessor's compliance with this clause.

11. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises un-tenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party. Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

12. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

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

13. 552.270-12 ALTERATIONS (SEP 1999)

This clause is incorporated by reference.

14. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

15. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

16. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other Payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date.
 - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 71) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
 - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
 - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (d) Overpayments. If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall-
- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number;
 - (iii) Affected lease line item or sub-line item, if applicable; and
 - (iv) Lessor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

17. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

{Applicable to leases over the micro-purchase threshold.}

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become

due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

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

18. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

19. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

This clause is incorporated by reference.

20. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

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

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) Bona fide agency, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- (c) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- (d) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

- (e) Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

21. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

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

This clause incorporated by reference.

22. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

This clause incorporated by reference.

23. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

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

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may-
- (b) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (c) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (d) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (e) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (f) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

24. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

This clause incorporated by reference.

25. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause incorporated by reference.

26. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

27. 52.233-1 DISPUTES (MAY 2014)

This clause incorporated by reference.

28. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause incorporated by reference.

29. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause incorporated by reference.

30. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

31. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified

individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

32. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

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

This clause incorporated by reference.