INSTRUCTIONS FOR CREATING SUPPLEMENTAL LEASE REQUIREMENTS FOR FEMA DISASTER LEASES

ALL INSTRUCTIONS FOR CREATING THESE DOCUMENTS ARE TYPED IN BLUE HIDDEN TEXT. YOU SHOULD WORK WITH THE HIDDEN TEXT SHOWN, EXCEPT WHEN PRINTING THE FINISHED DOCUMENT.

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE TEMPLATES ARE LOCATED ON THE OFFICE OF LEASING GOOGLE SITE OR G-REX.

HOW TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

1. **CLICK ON THE FILE TAB AT THE TOP LEFT OF THE COMPUTER SCREEN.**
2. **CLICK ON "OPTIONS" AT THE LEFT OF THE SCREEN, NEAR THE BOTTOM.**
3. **CLICK ON "DISPLAY" IN THE LEFT-HAND COLUMN OF THE SCREEN.**
4. **IN THE RIGHT-HAND COLUMN, UNDER "ALWAYS SHOW THESE FORMATTING MARKS ON THE SCREEN,"—IF THERE IS NO CHECKMARK IN THE "HIDDEN TEXT" BOX—CLICK ON THE HIDDEN TEXT BOX. NOTE: A CHECKMARK WILL APPEAR IN THE BOX.**
5. **CLICK ON "OK." TO CLOSE OUT THE WORD OPTIONS SCREEN.**

TO TURN OFF HIDDEN TEXT: FOLLOW INSTRUCTIONS (1) THRU (5), ABOVE. WHEN YOU CLICK ON THE "HIDDEN TEXT" BOX, THE CHECKMARK WILL DISAPPEAR AND THE HIDDEN TEXT WILL NOT SHOW ON SCREEN OR IN PRINTED VERSIONS OF THE LEASE.

TO INPUT DATA: IF A PARAGRAPH HAS BOLD RED XS, A DOLLAR SIGN ($) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (_____), INPUT THE REQUIRED INFORMATION.

TO DELETE AND MODIFY PARAGRAPHS – FEMA DISASTER LEASES

FEMA DISASTER LEASES ARE OFTEN NEGOTIATED IN THE FIELD WHERE THE LCO DOES NOT HAVE ACCESS TO PRINTING SERVICES AND MAY INVOLVE MORE MODIFICATIONS THAN IS TYPICAL FOR STANDARD LEASING ACTIONS. WHERE POSSIBLE, THE LCO SHOULD FOLLOW STANDARD MODIFICATION AND DELETION PROCEDURES AND PRINT OUT THE FINAL VERSION FOR SIGNATURE. WHERE NECESSARY THE LCO MAY USE PEN AND INK CHANGES TO MODIFY OR DELETE PARAGRAPHS.

FIELD PARAGRAPH MODIFICATION INSTRUCTIONS:

1. **USING A BLUE INK PEN, LINE THROUGH THE PARAGRAPH OR TEXT TO BE DELETED.**
2. **IF ADDING SUBSTITUTE TEXT, INSERT THE TEXT IMMEDIATELY ADJACENT TO THE DELETED TEXT.**
3. **LCO AND LESSOR INITIALS IMMEDIATELY NEXT TO THE NEW OR DELETED TEXT TO INDICATE ACCEPTANCE OF THE DELETION AND NEW TEXT BY BOTH PARTIES. THESE INITIALS ARE IN ADDITION TO THE INITIALS AT THE BOTTOM OF THE PAGE.**

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

NOTE: ALL PARAGRAPHS IN SECTION 1 ARE MANDATORY UNLESS SPECIFICALLY NOTED OTHERWISE. DO NOT DELETE WITHOUT CONSULTING LEGAL COUNSEL

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.

2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

4. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

5. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.
NOTE: THIS PARAGRAPH MAY BE DELETED IF THE LESSOR DID NOT REPRESENT ITSELF AS A HUBZONE BUSINESS

1.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.04 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

NOTE: IN ACCORDANCE WITH THE ASBESTOS HAZARD EMERGENCY RESPONSE ABATEMENT REAUTHORIZATION ACT OF 1986.

1.05 ASBESTOS (SMALL) (MAY 2025)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763), state, and local regulations and guidance and that final clearance for re-occupancy was achieved.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2019)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

2.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

NOTE: DELETE THIS PARAGRAPH IF NOT APPLICABLE

2.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

NOTE: DELETE THIS PARAGRAPH IF NOT APPLICABLE

2.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

NOTE: DELETE THIS PARAGRAPH IF NOT APPLICABLE.

2.05 ELEVATORS (SMALL) (OCT 2020)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease.

B. Code. Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year.. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems. Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

2.06 ACCESSIBILITY (OCT 2024)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

NOTE: IN LIEU OF DRINKING FOUNTAINS THE LESSOR MAY PROVIDE WATER COOLERS. MAY BE DELETED IN CONSULTATION WITH FEMA.

2.07 DRINKING FOUNTAINS (MAY 2025)

On each floor of Government-occupied Space, the Lessor shall provide drinking fountain(s) with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountain(s) shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. The Lessor shall provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation shall require compliance with 602.1 through 602.6 for the accessible fountain and 602.7 for the non-accessible fountain. Potable is defined as water meeting current EPA National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974 or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

2.08 RESTROOMS (SMALL) (OCT 2022)

A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 500 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

B. Restrooms must meet ABAAS requirements as stated under this Lease.

NOTE: IN ACCORDANCE WITH THE CLEAN AIR ACT OF 1963 AND THE AMERICAN INNOVATION IN MANUFACTURING ACT OF 2020.

2.09 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (FEMA) (MAY 2025)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.

B. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

C During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.

D. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1, version referenced in the above sub-paragraph. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1.

NOTE: IT IS COMMON FOR FEMA TO PERFORM THEIR OWN INSTALLATION OF PHONE AND IT CABLING, INCLUDE THIS PARAGRAPH UNLESS FEMA CONFIRMS THAT THEY WILL NOT INSTALL ANY CABLING.

2.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SLAT) (OCT 2020)

A. The Government may elect to contract its own telecommunications service in the Space.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

NOTE: FOR FEMA LEASES, ACQUIRE A COPY OF THE BUILDING'S CERTIFICATE OF OCCUPANCY OR THE LOCAL EQUIVALENT

3.01 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SMALL) (OCT 2021)

A. The Government shall accept the Space only if the construction of Building shell and Tis, as applicable, conforming to this Lease and any layout drawings is substantially complete, as determined by the Lease Contracting Officer, and a Certificate of Occupancy (C of O) has been issued. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space.

B. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

C. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION IS NOT APPLICABLE TO TYPICAL FEMA DISASTER LEASES

THIS SECTION DELETED

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

ALL PARAGRAPHS IN THIS SECTION ARE CONSIDERED MANDATORY UNLESS SPECIFICALLY WAIVED BY FEMA.

ACTION REQUIRED: ALWAYS ATTEMPT TO NEGOTIATE A FULLY SERVICED LEASE WHICH INCLUDES ALL SERVICES. WHERE NECESSARY, STRIKE THROUGH ANY SERVICES THAT WILL NOT BE PROVIDED BY THE LESSOR. DELETE CORRESPONDING PARAGRAPHS IN SECTIONS 1 THROUGH 6 FOR SERVICES NOT PROVIDED.

5.01 FEMA LEASING SERVICES (FEMA) (AUG 2017)

SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING	
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency_____	
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES	☒ CARPET CLEANING	

☒ SNOW REMOVAL ☒ JANITORIAL SERV. & SUPP. Frequency_____

5.02 HEATING AND AIR CONDITIONING (SMALL) (OCT 2024)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. During non-working hours, heating temperatures shall be set no higher than 55 degrees F, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50 degrees F.

D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

E. Normal HVAC systems' maintenance shall not disrupt tenant operations.

ACTION REQUIRED: OPTIONAL SUB-PARAGRAPH. DISCUSS WITH FEMA IF THEY WILL HAVE A SERVER ROOM THAT REQUIRES 24/7 COOLING. IF REQUIRED, INSERT TEMPERATURE SPECIFIED BY FEMA I.T. REPS.

F. The Space shall have a Server room which shall receive cooling at all times (24 hrs. a day, 365 days a year). The temperature of this room shall be maintained at __ degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

ACTION REQUIRED: DELETE FOR LEASES THAT ARE NET OF JANITORIAL SERVICES.

ACTION REQUIRED: OBTAIN AND NEGOTIATE A SEPARATE RENTAL RATE FOR THE SCOPE OF WORK BELOW. RATE WILL ALSO BE USED FOR A RENTAL REDUCTION IN THE EVENT THE GOVERNMENT CANCELS THIS ADDITIONAL ROUTINE CLEANING AND DISINFECTION SERVICE. AT LEASE AWARD, INSERT FINAL NEGOTIATED REDUCTION AMOUNT UNDER GSA FORM 3626.

NOTE: DISCUSS ANY MODIFICATIONS TO THIS PARAGRAPH WITH FEMA. FEMA MAY NEED TO ARRANGE FOR SUPPLEMENTAL JANITORIAL SERVICES WHEN THE LESSOR DOES NOT PROVIDE THIS SERVICE.

5.03 JANITORIAL SERVICES (SMALL) (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Completely sweep and/or vacuum carpets.

F. Twice a year. Wash all interior and exterior windows and other glass surfaces.

G. Every two years. Shampoo carpets in all offices and other non-public areas.

H. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day

I. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at HTTPS://WWW.EPA.GOV/IPM/INTRODUCTION-INTEGRATED-PEST-MANAGEMENT.

NOTE: DO NOT MODIFY OR DELETE THIS PARAGRAPH WITHOUT RECEIVING WRITTEN APPROVAL FROM THE FEMA LOGISTICS CHIEF.

5.04 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at HTTP://WWW.GSA.GOV/HSPD12. This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) or subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

5.05 INDOOR AIR QUALITY (MAY 2025)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the GSA PBS Indoor Air Quality Desk Guide (PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Indoor Air Quality Desk Guide (PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

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

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

NOTE: IN ACCORDANCE WITH THE TOXIC SUBSTANCES CONTROL ACT OF 1976.

5.06 HAZARDOUS MATERIALS (MAY 2025)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials, substances, and wastes.

B. Lessor shall, to the extent of its knowledge, notify the Government of the introduction of any hazardous materials, substances, and wastes onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS).

5.07 MOLD AND WATER INTRUSION (FEMA) (OCT 2024)

A. Actionable Condition. An actionable condition is defined as either:

1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph A.

C. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

ACTION REQUIRED: INSERT THE HOURS OF OPERATION IN CONSULTATION WITH FEMA. FOR FEMA LEASES, IT IS PERMISSIBLE TO INCLUDE EXTENDED OPERATING HOURS, SUCH AS 12 HRS PER DAY, 7 DAYS A WEEK.

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (FEMA) (AUG 2017)

The Government's normal hours of operations are established as ___ **AM to** ___ **PM**, Monday through _____. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

THIS PARAGRAPH SHOULD BE USED WHEN FEMA IS ACCEPTING THE PREMISES IN ITS PRESENT CONDITION. INCLUDE ANY SPECIFICALLY REQUIRED MODIFICATIONS IN PARAGRAPH 6.08.

6.02 AS IS (FEMA) (AUG 2017)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

ACTION REQUIRED: COMPLETE THIS PARAGRAPH WITH THE REQUESTED INFORMATION IN ORDER TO PROVIDE THE LESSOR WITH THE REQUIRED INFORMATION TO RECEIVE PAYMENT. THE LEASE NUMBER IS THE GSA LEASE NUMBER OBTAINED FROM REXUS. THE DISASTER NUMBER IS OBTAINED FROM THE REGIONAL OMA DIRECTOR OR FEMA LOG CHIEF. THE 146-0-2 NUMBER IS THE DOCUMENT CONTROL NUMBER FROM THAT FORM.

6.03 FEMA INVOICING INSTRUCTIONS (FEMA) (OCT 2023)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

A. Request for payment on company letterhead
B. Lease Number (_____)
C. Disaster Number (DR-_____)
D. 146-0-2 Document Control Number (_____)
E. An Invoice Number and Date
F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

Notwithstanding the language in GSAR 552.270-31, PROMPT PAYMENT, payment for rent due under the Lease shall follow the process set forth above.

ACTION REQUIRED: INSERT THE APPROPRIATE PRIMARY AND SECONDARY CONTACT INFORMATION BELOW

6.04 FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are:

Primary: _____, FEMA Logistics Manager
Telephone:
_____(Office)
_____ (Cell)

Alternate: _____, GSA Contracting Officer
Telephone:
_____ (Office)
_____ (Cell)

ACTION REQUIRED: INCLUDE OR DELETE IN CONSULTATION WITH FEMA SAFETY OFFICIALS

6.05 RADON IN AIR (FEMA) (MAY 2025)

If Space planned for occupancy by the Government is at or below grade level, the Lessor shall, immediately following occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed.

MANDATORY IF WATER IS FROM NON-PUBLIC SOURCES (E.G., WELL WATER). OTHERWISE, DELETE.

6.06 RADON IN WATER (FEMA) (MAY 2025)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA Drinking Water Standards (Maximum Contaminant Levels, or MCL, for radionuclides) and shall submit certification to the LCO within 5 days of the Government occupying the Space.

B. If the EPA MCL is reached or exceeded, the Lessor may elect to institute appropriate abatement methods which reduce the radon levels to below this action. When the Lessor elects to perform abatement actions, an abatement plan shall be transmitted to the LCO within 10 working days of the conclusion of the test. The Government may accept this plan or refuse at its sole discretion. If refused, the Government may terminate the lease immediately upon written notice to the Lessor and no rental shall accrue after the date of termination.

A. If the Lessor elects not to abate the radon levels the Government shall have the right to terminate the lease immediately upon written notice to the Lessor and no rental shall accrue after the date of termination.

ACTION REQUIRED: INCLUDE ANY MODIFICATIONS THAT THE LESSOR WILL MAKE THE BUILDING. INSERT THE NUMBER OF DAYS THAT THE LESSOR HAS TO COMPLETE THE IMPROVEMENTS. USE ADDITIONAL PAGES AS NECESSARY.

6.07 BUILDING IMPROVEMENTS (FEMA) (OCT 2023)

The Lessor shall complete the following additional Building improvements, as part of shell rent, within _____ days after occupancy:

A. _____
B. _____
C. _____