

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 NATIONAL OFFICE OF LEASING GOOGLE SITE.

HOW TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

1. CLICK ON THE MSWORD LOGO AT THE TOP OF THE COMPUTER SCREEN (FAR LEFT).
2. CLICK ON “WORD OPTIONS” AT THE BOTTOM OF THE SCREEN.
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.

TABLE OF CONTENTS – FEMA SUPPLEMENTAL OFFICE LEASE REQUIREMENTS

| | | |
|------------------|---|----------|
| SECTION 1 | GENERAL TERMS, CONDITIONS, AND STANDARDS | 2 |
| 1.01 | DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015) | 2 |
| 1.02 | AUTHORIZED REPRESENTATIVES (OCT 2016) | 2 |
| 1.03 | HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) | 2 |
| 1.04 | WAIVER OF RESTORATION (OCT 2016) | 2 |
| 1.05 | NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016) | 2 |
| 1.06 | ASBESTOS (SMALL) (SEP 2015) | 3 |
| SECTION 2 | CONSTRUCTION STANDARDS AND SHELL COMPONENTS | 3 |
| 2.01 | BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016) | 3 |
| 2.02 | MEANS OF EGRESS (MAY 2015) | 3 |
| 2.03 | AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) | 3 |
| 2.04 | FIRE ALARM SYSTEM (SEP 2013) | 4 |
| 2.05 | ELEVATORS (SMALL) (OCT 2016) | 4 |
| 2.06 | ACCESSIBILITY (FEB 2007) | 4 |
| 2.07 | DRINKING FOUNTAINS (OCT 2016) | 4 |
| 2.08 | RESTROOMS (SMALL) (SEP 2015) | 4 |
| 2.09 | HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (OCT 2016) | 4 |
| 2.10 | TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012) | 5 |
| SECTION 3 | DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES | 5 |
| 3.01 | ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015) | 5 |
| SECTION 4 | TENANT IMPROVEMENT (TI) COMPONENTS | 5 |
| SECTION 5 | UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM | 5 |
| 5.01 | FEMA LEASING SERVICES (FEMA) (AUG 2017) | 5 |
| 5.02 | HEATING AND AIR CONDITIONING (SMALL) (OCT 2016) | 6 |
| 5.03 | JANITORIAL SERVICES (SMALL) (SEP 2015) | 6 |
| 5.04 | IDENTITY VERIFICATION OF PERSONNEL (OCT 2016) | 7 |
| 5.05 | INDOOR AIR QUALITY (OCT 2016) | 7 |
| 5.06 | HAZARDOUS MATERIALS (SEP 2013) | 8 |
| 5.07 | MOLD (SIMPLIFIED) (OCT 2016) | 8 |
| SECTION 6 | ADDITIONAL TERMS AND CONDITIONS | 8 |
| 6.01 | PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (FEMA) (AUG 2017) | 8 |
| 6.02 | AS IS (FEMA) (AUG 2017) | 8 |
| 6.03 | FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017) | 9 |
| 6.04 | FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017) | 9 |
| 6.05 | GENERAL CLAUSE SUBSTITUTIONS (FEMA) (AUG 2017) | 9 |
| 6.06 | RADON IN AIR (FEMA) (AUG 2017) | 9 |
| 6.07 | RADON IN WATER (FEMA) (AUG 2017) | 9 |
| 6.08 | BUILDING IMPROVEMENTS (FEMA) (AUG 2017) | 10 |

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) (SEP 2015)

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. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B. Rentable Space or Rentable Square Feet (RSF). Rentable Space is 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. The Rentable Space may include a share of Building support/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. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

C. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

D. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

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 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

1.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) 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 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.

1.05 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.

1.06 ASBESTOS (SMALL) (SEP 2015)

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 submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016)

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, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including 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 (SEP 2013)

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 is 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 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 Office 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 2016)

- 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 current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). 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 (FEB 2007)

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). To the extent the standard 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 (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. 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) (SEP 2015)

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 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern 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.

2.09 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (OCT 2016)

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.

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.

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of 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.

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 current edition of ANSI/ASHRAE Standard 62.1. 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. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

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 (SIMPLIFIED) (JUN 2012)

- 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 (SIMPLIFIED) (SEP 2015)

- 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

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)

| | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | LAMPS, TUBES & BALLASTS |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | |

☒ SNOW REMOVAL☒ JANITORIAL SERV. & SUPP.

Frequency _____

5.02 HEATING AND AIR CONDITIONING (SMALL) (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. 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, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, 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. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. 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° Fahrenheit.

E. 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.

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

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. NOTE THAT THE 500 SQ. FT. THRESHOLD DOES NOT APPLY TO FEMA DISASTER LEASES.

G. 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.

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) (SEP 2015)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access 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.

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 in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

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

5.04 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

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 the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require 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. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA 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 (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air

B. 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, to ascertain the source and severity of the complaint.

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.

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:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

5.06 HAZARDOUS MATERIALS (SEP 2013)

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.

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

5.07 MOLD (SIMPLIFIED) (OCT 2016)

A. Actionable mold is 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.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

ACTION REQUIRED: INSERT THE HOURS OF OPERATION IN CONSULTATION WITH FEMA. FOR FEMA LEASES, IT IS PERMISSABLE 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.

6.03 FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

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 188 Brooke Rd 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:

- Request for payment on company letterhead
- Lease Number (_____)
- Disaster Number (DR-_____)
- 146-0-2 Number (_____)
- An Invoice Number and Date
- 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

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)

6.05 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (AUG 2017)

The following clauses of GSA Form 3517, attached to this lease, are hereby deleted in their entirety and the following is inserted in lieu thereof:

- A. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) ALTERNATE I (JUL 2013)
- B. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013) is replaced with 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

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

6.06 RADON IN AIR (FEMA) (AUG 2017)

- A. If Space planned for occupancy by the Government is on the second floor above grade or lower, 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. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

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

6.07 RADON IN WATER (FEMA) (AUG 2017)

- 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 requirements and shall submit certification to the LCO within 5 days of the Government occupying the Space.
- B. If the EPA action level 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.
- C. 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.

6.08 BUILDING IMPROVEMENTS (FEMA) (AUG 2017)

The Lessor shall complete the following additional Building improvements within _____ days after occupancy:

- A. _____
- B. _____
- C. _____