The Manual for Leasing and State Office Planning

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PREFACE

SECRETARY FOR ADMINISTRATION AND FINANCE, INITIATIVE TO IMPROVE ADMINISTRATIVE OPERATIONS

In August, 1995, Secretary Charles D. Baker announced his special initiative to improve agency operations and enhance the business relationship between the Executive Office, its line agencies and the other agencies of the Executive Branch. He announced formation of the Real Property Work Group composed of representatives from 13 state agencies, including representatives from ANF and the Comptroller's Office as well as those agencies with the largest volume of leasing activity and the most experience leasing space. The Secretary asked the Group to make recommendations to him for change in current operations to make the Commonwealth's leasing practices more responsive to the agencies' needs and to design the policies, procedures, and performance indicators necessary for a cost effective, customer friendly, and administratively efficient leasing process.

Members of the Work Group defined the goals of the state's leasing process as:

1. The timely occupancy of space, based on the Agency's programmatic needs.
2. The occupancy most advantageous to the Agency at the lowest cost through an open and competitive procurement process.
3. Maximizing available resources by means of a well-defined and complementary partnership between the Agency and the Division of Capital Asset Management and Maintenance (DCAMM), formerly the Division of Capital Planning and Operations (DCPO), which is based on the sharing of resources and responsibilities.
4. The use of reasonable administrative resources to carry out a clear, concise, and customer friendly process.
5. Outreach to property owners and brokers to enhance competition.
6. The use of reasonable performance indicators to measure results.

With these goals in mind, the Work Group developed the following recommendations:

1. Provide and support more effective use of state-owned and leased space.
2. Maximize available resources by means of a well-defined and complementary partnership between the Agency and DCAMM.
3. Enhance DCAMM's role in planning, development of facilities standards, and analysis of and outreach to the real estate market.
4. Establish the standards and procedures by which the DCAMM Commissioner will delegate to the Agency the authority to enter into leases.
5. Provide DCAMM training and support to enable the Agency to effectively procure and manage leases.
6. Coordinate leasing activity where possible.

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CHAPTER 1 • INTRODUCTION

The Manual for Leasing and State Office Planning (formerly the Real Property Manual: Leasing and State Office Planning) was developed by DCAMM (formerly DCPO) in conjunction with the members of the Real Property Work Group established by the Executive Office for Administration and Finance. The Manual sets forth new, simplified leasing procedures. It explains the framework and provides the tools for facilities planning and space planning. It is designed to be a practical guide and reference for Agency facilities staff and attorneys responsible for the Agency's leases.

In Chapter 2, the Manual provides guidance to agencies in overall facilities planning, options for meeting facilities needs, and determining needs for an individual office or facility. The goal is to enable agencies to plan for facilities in a manner which promotes cost-effective solutions that support Agency program goals and provide adaptability for changes in operations and technology.

In Chapter 3, the Manual describes the role and responsibilities of DCAMM and the Agency in acquiring and managing leased space. It describes roles when the Agency procures space in partnership with DCAMM .

Chapter 4 contains information on procedures and use of standard forms and documents necessary for state office planning, solicitations of lease proposals, and completing and executing a real property lease.

CHAPTER 2 • FACILITIES PLANNING

A. HOW TO DETERMINE THE AGENCY'S OVERALL FACILITIES NEEDS

B. HOW TO MEET THE AGENCY'S NEEDS: EXPLORING OPTIONS

C. HOW TO PLAN FOR A FACILITY

D. HOW TO PREPARE THE FACILITY PLAN

A. HOW TO DETERMINE THE AGENCY'S OVERALL FACILITIES NEEDS

In order to determine the Agency's overall facilities needs, it is essential that Agency staff responsible for facility issues develop a comprehensive analysis of services and activity for the Agency. This includes an inventory of the types of services provided, activities undertaken, and administrative responsibilities such as program administration, storage of records or other materials, printing and data processing and other specialized activities. The Agency should determine which operations can or must be housed at a single location, and which at separate, independent sites. This comprehensive analysis should reflect not only current operations but also anticipated changes as a result of changes in technology, legislation or other factors.

The Agency should then determine the types of spaces required, including: public reception; meeting areas; copy and mail areas; general office and storage. Some operations may require a number of different types of space. Other operations, such as storage, may require a single space type.

After the services and activities have been identified and the types of spaces have been determined, the Agency should define the number and general location for its facilities. This may be determined by one or more of the following factors: location of the client population, regional transportation patterns and services, advantages of locating in close proximity to other state agencies or services providers, and available and projected funding.

It is important that the Agency staff responsible for facility issues consult with others, both within and outside of the Agency. Consultation with human resource, finance and program personnel within the Agency may help to identify key factors for consideration. In addition, it may be advantageous to seek advice and information from planning professionals outside the Agency.

The Agency's current and projected financial resources will have a significant impact on its facilities planning. Therefore, the Agency should include in its comprehensive analysis an estimate of the administrative and operational costs associated with its facilities. These costs should include: improvements to reconfigure identified space; costs of basic services such as utilities and janitorial services; purchase and installation of office furnishings and equipment, which may range from systems furniture to telephone systems; and the cost of a potential move or relocation. Keep in mind that resources are necessary for occupancy of both state-owned and private leased space.

B. HOW TO MEET THE AGENCY'S NEEDS: EXPLORING OPTIONS

To meet the overall facilities needs, the Agency should consider the following location options: state or other public buildings; consolidation of agency operations under one roof; co-location of agency operations with those of another entity; continuing operations in an existing leased facility; or acquiring space under a new lease.

STATE OR OTHER PUBLIC BUILDINGS

First, the Agency should determine whether there is state space available to meet its needs, by contacting agencies which control state buildings and DCAMM, which maintains information on state-owned properties; and by consulting with the Agency's staff with general knowledge of existing state facilities within the targeted geographic area. In addition, the Agency may explore the potential to lease other public space from governmental entities. In certain instances, such public space may be leased based on acquisition with reduced advertising described in Chapter 4.

CONSOLIDATION OR CO-LOCATION OF FACILITIES

The Agency should consider whether its programs and staff can be accommodated effectively by consolidating several of its existing offices into one location. The Agency may identify an opportunity to co-locate its operations with those of another Agency to achieve cost savings, program efficiencies or both. Such moves could entail acquiring new leased space or consolidating into an existing state-owned or lease facility.

CONTINUING OPERATIONS BASED ON LEASE EXTENSION

The Agency may determine that existing leased facilities can meet the current and foreseeable needs. In making this determination, the Agency should consider whether services and staff are well located and appropriately housed at the existing locations. In such cases, it is important to then determine whether the existing lease can be extended and, if so, whether it can be extended under reasonable terms. Please consult Chapter 4 of this Manual for documents to be used and procedures to be followed in extending an existing lease.

PROCURING SPACE UNDER A NEW LEASE

The Agency may determine that its facilities needs should be met through the acquisition of space under a new lease. Such space may be planned to house one or more state offices. Please refer to the materials in Chapter 4 of this Manual for specific information about how to plan for and options for how to acquire a new lease.

FURNITURE AND EQUIPMENT OPTIONS: SYSTEMS FURNITURE

The Agency should carefully weigh its options for use of existing or procurement of new furniture and equipment. These items represent a significant financial investment for the Agency. Making wise decisions will have a significant impact on the productivity and morale of staff. The planning materials in this manual include space and tenant improvement standards applicable to the use of modular systems furniture and conventional furniture. Because modular systems furniture may reduce the square footage required for an office, and may create work areas more adaptable to changes in operations, its use may reduce the costs of an Agency's lease and its office modifications to accommodate changing technology and programs. Therefore, DCAMM urges agencies to evaluate the advantages of investing in systems furniture.

C. HOW TO PLAN FOR A FACILITY

OVERVIEW

The Agency's individual Facility Plan is the basis for specific decisions and actions to locate new space or confirm continued occupancy in existing space. The Facility Plan must address the following topics: location; types and amount of space required; specifications for tenant improvements; required building conditions; landlord services; and budgeting.

Agency programs and services must be accessible to persons with disabilities, as required by the Americans with Disabilities Act (ADA). Please refer to the DCAMM Office of Programming "ADA Transition Plan Workbook" for information about how to complete an analysis of an existing or potential location for an office or other facility.

LOCATING THE FACILITY

Facility location has an important impact on the Agency's ability to carry out its mandate; its accessibility to clients, service providers, and employees; and its operating efficiency. The goal is to identify the available property which is most cost effective and which best allows the Agency to carry out its mission in an effective and efficient manner. Criteria which should guide the Agency's planning for facility location include geographic search area; convenient access to appropriate transportation, proximity to other offices, reserved and public parking, and neighborhood compatibility. For a complete discussion of these criteria, please refer to the "Standards for Location" Section of Chapter 4 of this manual.

TYPES OF SPACE REQUIRED

Having identified the types of services and/or activities associated with an individual facility in its Annual Facilities Statement, the Agency should determine the types of space needed to house these functions. In assessing its needs, the Agency should pay particular attention to the specific technological, programmatic, or other organizational changes planned for the facility which will dictate the types of space required. The types of space the Agency may require include staff areas; support areas, such as storage, copy, mail, shared workstations, computer and telephone rooms, meeting areas, and reception areas. For a complete discussion of the types of space which may be required, please refer to the "Space Allocation Standards" section of Chapter 4 of this Manual.

BUILDING CONDITIONS, TENANT IMPROVEMENTS, AND LANDLORD SERVICES

The Commonwealth maintains specific standards for building conditions, tenant improvements, and landlord services for use by the Agency in its planning for individual facilities. The standards for building conditions concern those physical qualities of a building that determine its suitability for the specific office needs of the Agency. The standards for tenant improvements are the specifications which the landlord substantially meet in completing the build-out of the space. Landlord services standards include all of the building management services the landlord must provide to the Agency. Many of these standards are defined in the form Request for Proposals as performance specifications where feasible.

The Agency should review the standard specifications and identify the need for any additional specifications. A complete discussion of these standards is included in Chapter 4 of this Manual.

BUDGETING FOR THE TOTAL COST OF THE FACILITY

The Agency's individual facility planning should include an analysis of the total cost of operating the facility. In addition to costs which may be directly associated with the occupancy of the space, such as rent, utilities and janitorial service (if not included in the rent), the Agency should plan for the other operational and administrative costs associated with the facility. These costs may include such items as wiring; telephone system; photocopier, fax, and computer equipment; state vehicles; offices supplies; and furnishings.

D. HOW TO PREPARE THE FACILITY PLAN

In the Facility Plan, the Agency develops a program for leased space which describes the characteristics of an efficient and appropriate work environment for Agency activities. These characteristics include: search area and acceptable location for the facility; specific building features necessary for Agency operations or equipment; the amount of space required to accommodate the staff and activities of the office; and tenant improvements to make the space functional for the intended purpose.

DCAMM has developed a framework, through the use of forms and instructions, and standards for all leased facilities that should expedite preparation of the RFP and result in a work environment which more effectively supports the mission, functions, and activities of the Agency.

This Section describes in detail DCAMM standards which have been developed to promote equity among agencies in the quality of their space and to ensure that the most space is used most cost-effectively. Planning guidance is also provided to help agencies identify any special planning issues which may require modifying DCAMM standards to meet the specific needs of the Agency.

The following principles should be kept in mind when preparing the Facility Plan Form:

- **Use DCAMM standards.** The DCAMM standards described in this section have been created to standardize and facilitate the process of determining space needs and preparing RFPs. If the Agency believes any of these standards are inconsistent with its needs in specific cases, the problem should be discussed with DCAMM before a Facility Plan is completed.
- **Identify special needs early.** Some offices may have special needs due to the nature of their business activity (e.g. transaction counters, special security systems, access to a loading dock, etc.) and which should be identified and described in the Facility Plan so that appropriate specifications may be included in the RFP. In this way, proposers will be aware of these additional needs and the landlord can be held responsible for meeting them.
- **Limit the use of full height partitions.** In general, large open areas, subdivided by low partitions or systems furniture, will provide greater flexibility, allow for ease of communication, enhance safety and security, and provide better lighting and ventilation. Although some construction is necessary in preparing space for Agency occupancy, in the long term, it is generally more cost effective for Agencies to invest in movable furniture and partition systems than to require the landlord to build partitions. This makes it easier to reconfigure the space if needs change during the lease period, and it enables Agencies to take their investment from site to site. The use of full height partitions should be restricted to cases where it is programmatically necessary. If you are not familiar with modular systems furniture, please contact DCAMM for site visits of offices using such systems.

The Facility Plan provides information to create an RFP when the Agency is seeking a new rental agreement, or to evaluate an Agency's plan to continue occupancy at the same location.

CHAPTER 3 • ACQUISITION AND MANAGEMENT OF LEASES

A. THE ROLE OF DCAMM AND THE AGENCY; AN OVERVIEW

B. THE LEASE

A. THE ROLE OF DCAMM AND THE AGENCY; AN OVERVIEW

This Manual sets forth new and streamlined methods for acquiring leased space. Detailed information is found in Chapter 4. Before reviewing in detail the procedures and documents which provide the framework for the procurement, it is important to understand the role and responsibilities of DCAMM and the Agency.

THE ROLE OF DCAMM

PROCUREMENT OF LEASED SPACE

Under M.G.L. Chapter 7, DCAMM is responsible for acquiring leased real property on behalf of the Commonwealth for use by state agencies. DCAMM is designated as the central repository for all rental agreements and is required to retain copies of all disclosure statements of persons having a beneficial interest in leased property.

STANDARDS FOR FACILITY PLANNING AND REAL ESTATE TRANSACTIONS

DCAMM is responsible for establishing and maintaining standards for facilities planning, including standards and guidelines for utilization of space for staff and other office areas; for the tenant improvements and building conditions required to meet the Agency's programmatic needs; and standards for delivery of services to the leased premises during the term of a lease. These standards are contained in Chapter 4A.

In addition, DCAMM's standard forms for leasing and Request for Proposals are designed to communicate the Agency's programmatic needs in an organized format (Facility Plan Form 1) to others within the Commonwealth and, through the Request for Proposals, to potential landlords. Additional standard forms provide for the structured evaluation of proposals received and for the recommendation for selection of the most advantageous proposal (Agency Recommendation Form 2; summarizing the terms of the lease transaction (Transaction Approval Form 3) and for internal communication on the termination of occupancy and the rental obligation (Agreement Termination Form 4). Chapter 4B contains the standard forms and instructions; Chapter 4C contains the Request for Proposals.

DCAMM is also responsible for developing and maintaining standard documents necessary for the leasing of real property, including the Commonwealth Standard Office Lease, form Lease Amendment, and related documents. These documents and accompanying instructions for completion and execution are contained in Chapter 4D.

Taken together, these materials effectively establish and communicate state policy and practice on matters relating to the leasing of real property.

COMPREHENSIVE LISTING OF ALL RENTAL AGREEMENTS

Under M.G.L. Chapter 7, DCAMM is responsible for maintaining an accurate listing of all of the Commonwealth's active rental agreements and for filing periodic reports with the Legislature on the Commonwealth's leasing activity.

PRIMARY CONTACT WITH REAL ESTATE COMMUNITY

DCAMM is the Commonwealth's primary contact with the brokerage community and is the agency responsible for maintaining information on the real estate market statewide. Utilizing such information, DCAMM is responsible for developing and communicating proposals for strategic decision-making for the Commonwealth's leasing activity.

SUPPORT AND TECHNICAL ASSISTANCE

DCAMM will provide training and technical support to Facilities Directors, staff and Agency Counsel. DCAMM, in conjunction with the Agencies, will strive to improve the planning and coordination of state leasing activity.

Lease Administration

THE ROLE OF THE AGENCY

PLANNING AND BUDGETING

The Agency is responsible for planning, budgeting, and payment of rent and related occupancy costs. For a facility in transition, this may include procurement and management of contracts for professional services such as space planning, moving of furniture and equipment, and installation or relocation of furniture and equipment ranging from systems furniture and copiers to telephone systems. Planning should include projecting the timing and future cost of all activity and obligations, and strategies to minimize cost and disruption to agency operations.

The Agency is responsible for developing specific programs and statements of need for each office or facility. To the extent that this statement of need includes the acquisition of leased space or a change in conditions of existing leased space, the Agency is responsible for development of the Facility Plan Form 1 which includes a description of the amount and types of space required and building features and services necessary to support operations.

DEVELOPMENT OF THE SCHEMATIC SPACE PLAN

The Agency is responsible for development of the schematic space plan. This space plan is developed based upon the tenant improvement specifications and Space Allocation Schedule of the RFP and the measured drawings of the selected premises. This plan becomes an exhibit to the lease along with the specifications of the RFP as they may have been revised by the selected proposal and further discussion with the selected proposer. The landlord is obligated to complete the premises in accordance with this plan and the associated specifications. The Agency should determine in its planning for each facility how the schematic space plan will be completed. The Agency may contract for the professional services of an architect or space planner, utilize the services of a selected systems furniture company to develop portions of the plan, or prepare the plan in-house.

LEASE ADMINISTRATION

The Agency plays an important role in monitoring the landlord's compliance with the terms of the lease. Once a lease has been executed, the Agency and DCAMM monitor the Landlord's completion of tenant improvements in accordance with approved plans and the specifications and the construction schedule of the lease. DCAMM confirms the commencement of the lease . The Agency has the primary contact with the landlord with respect to building management and delivery of services in accordance with the terms of the lease. The Agency should consult with the DCAMM project manager if the landlord does not appear to be meeting its obligations under the lease.

PAYMENT FOR SERVICES

In some instances, the Agency may have determined that it would directly procure and pay for building services, such as utilities or janitorial services. It is important that the Agency plan and budget for all services related to its leased offices and facilities.

B. THE LEASE

If DCAMM is procuring the lease on behalf of the Commonwealth and in partnership with the Agency, DCAMM issues the Request for Proposals for the new lease and is responsible for actions related to the RFP. DCAMM makes the proposal selection based upon joint evaluation of proposals received, takes the lead in finalizing the lease, and executes the lease on behalf of the Commonwealth.

As stated in the section above, the Agency is responsible for completion of the schematic space plan which is an exhibit to the lease. The Agency has primary responsibility for monitoring the activity of the landlord during design and buildout of the leased space. Agency personnel have primary contact with the landlord during the term of the lease.

CHAPTER 4 • STANDARDS FOR FACILITIES PLANNING

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A. COMMONWEALTH STANDARDS

PURPOSE OF STANDARDS

The purpose of the Commonwealth's Standards for Leased Space is to meet the following goals:

- minimize cost;
- improve the quality and effectiveness of the work environment;
- promote equity among Agencies in the utilization and quality of space; and
- expedite the leasing process.

The "Standards for Facilities Planning" issued in DCAMM's 1992 Space Planning Manual supplement existing DCAMM materials relating to standards, policies, and procedures for the acquisition of leased space. They are a vehicle for communicating to Agencies space planning techniques and tools, to enable Agencies to plan more efficiently and to minimize the need for outside design consultants. They are designed for use by non-design professionals.

The standards explain DCAMM's standards for space planning in the following areas: location, allocation of space, tenant improvements, building conditions, and landlord services. It emphasizes the utilization of space planning tools early in the acquisition process, during the determination of need. These tools include: utilization of space per employee, planning by zones within the office or facility, and the ratio of enclosed rooms, or built out areas, to open spaces. This Manual illustrates how these tools can be utilized in-house to develop schematic plans for space.

Before preparing these Standards for Facilities Planning, DCAMM conducted a study of the Commonwealth's lease portfolio and policies, to identify the types of facilities leased by Agencies and to develop baseline information on the implementation of standards. Additional information on existing leased space was gathered from site visits to selected leased offices. DCAMM standards were compared to those utilized by the private sector and other state and federal organizations, including the General Services Administration (GSA), Public Works Canada, and the states of New Jersey, Maryland, Illinois, California, and Florida.

Since the majority of the Commonwealth's spaces are for office use, the standards focus on the planning and schematic design of office environments. Additional space planning information is available at DCAMM for the following Special Facilities which are also part of the Commonwealth's lease portfolio: Courts, Education, and Residential Facilities.

LOCATION

Office location has an important impact on the Agency's ability to carry out its mandate; its accessibility to clients, service providers, and employees; and its operating efficiency. The goal is to identify the available property which is most cost effective and which best allows the Agency to carry out its mission in an effective and efficient manner.

SEARCH AREA

The search area is the geographic area within which proposed buildings will be considered. The search area boundaries should be defined as broadly as possible to provide a number of acceptable locations and insure sufficient competition. A search area may cover a broad region with many cities and towns, may include a small group of towns or a single town, or in the case of larger cities, may be limited to one or several neighborhoods.

Criteria that may impact the definition of the search area include access to transportation and proximity to other office facilities that are visited frequently by Agency staff and/or clients. Another important criterion that must be considered when defining the requested search area is current real estate market conditions and the availability of the type of space sought by the RFP.

TRANSPORTATION ACCESS

Access to an Agency's office via major roadways or public transportation is important for clients, visitors, and staff. In urban locations, Agencies may rely more on public transportation to meet the needs of staff and visitors arriving from various parts of the state. In suburban areas and smaller cities and towns, where public transportation may be limited, Agencies may rely more on good access to major roads and highways.

PROXIMITY TO OTHER OFFICE FACILITIES

The operational efficiency of some Agencies may be enhanced by locating their offices close to other programmatically linked offices. If an Agency needs to be near certain facilities or offices to carry out its mandate, these needs should be explained in the Facility Plan for incorporation in the RFP.

PARKING

For purposes of facilities planning, there are two types of parking spaces: reserved and public. Reserved parking spaces are identified individually and reserved for the exclusive use of the Agency, primarily for state-owned vehicles. They are paid for by the Commonwealth and are normally included in the lease.

Public parking is stated as a need for an approximate number of parking spaces within a reasonable distance of the office location, to serve employees and visitors. These parking spaces are not identified individually and need not be controlled by the landlord. They can include parking lots, garages, and on-street parking. Public parking is not paid for under the lease. The number of public spaces needed is estimated by the Agency and is noted in the RFP to identify the basis for determining which proposed sites have adequate parking in the vicinity.

Accessible parking for persons with disabilities is a special category of public parking. Accessible parking spaces and/or a drop-off area should be available near the accessible entrance of a proposed building.

NEIGHBORHOOD COMPATIBILITY

Agencies should identify in the Facility Plan any special features of the facility or its operations that might affect its compatibility with the neighborhood of proposed buildings. If the Agency plans to have the office open for appointments during evening hours, this should be noted in the Facility Plan.

SPACE ALLOCATION

One of the most important steps in preparing the Facility Plan is the calculation of total square footage necessary to meet the Agency's functional requirements.

USABLE AREA

DCAMM describes square footage requirements based on Usable Area, which is the actual occupiable area of a floor or building used solely by the Agency. This figure represents an accurate reflection of the Agency's space needs so the size of the proposed space should vary as little as possible from the Usable Area listed in the RFP.

Usable Area is determined by measuring the entire floor area of the premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside building walls which abuts the floor (not from the inside face of windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the building structure or systems or for partitions subdividing the premises. Under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, or restrooms (unless they are included in the Agency Specifications and in addition to the restrooms required to meet code), irrespective of whether the Agency occupies the entire floor or the entire building.

To assist Agencies in determining an appropriate Usable Area for a particular facility, DCAMM has developed space standards for typical office functions. These standards have been carefully researched and are based on national practice and the Commonwealth's leasing experience over the years. The standards provide users with space sufficient to conduct business in an efficient manner. The amount of space allocated to each function includes allowances for furniture, equipment, and circulation within the workstation or support area.

Use of these standards will greatly facilitate the space acquisition process. At the same time, DCAMM recognizes that these standards may need to be modified, given the range of Agency needs. Agencies may develop, or work with DCAMM to develop, alternative standards for specialized rooms or workstations, based on specific functional needs. Following the selection of a particular location, when the Schematic Space Plan design is prepared for the space, some flexibility may be needed to adapt the program to the particular building selected.

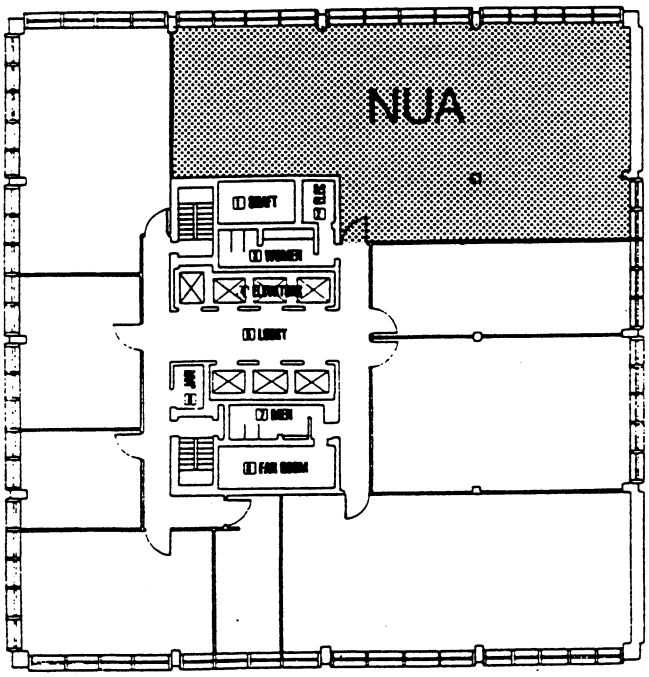


Figure 1: Net Usable Area

Figure 1: Net Usable Area

UTILIZATION RATE

The space utilization rate is a planning tool to measure efficiency. Utilization rate is calculated by dividing the Usable Area by the total number of staff occupying that space. The DCAMM standard for a typical office ranges between 130 to 150 square feet per staff person. Agencies calculate the utilization rate for each Facility Plan and any request which falls outside of this range should be carefully reviewed for appropriateness. There will be instances when Agency functions will justify a different utilization rate.

OFFICE ZONES

DCAMM breaks down the typical office into four separate functional zones, containing the standard rooms, workstations, and areas listed below:

PERSONNEL:	**SUPPORT:**	**MEETINGS:**	**ENTRY:**
Senior Executive	Records/Storage	Interviews	Reception
Executive	Copy/Mail	Conferences	Seating
Manger	Common work areas	Hearings	Transaction
Senior Professional	Library	Training	Queuing
Professional	Computer Room		
Staff 1	Staff Support Area		
Staff 2	Telecommunications Room		
Seasonal/Part-Time			

Some Agencies, as a result of their mission, will need additional space to support their work tasks. These non-standard functions/rooms should be described in detail by the Agency so DCAMM can provide guidance in developing an appropriate square footage allowance.

STAFF AREAS

Each staff person is assigned a workstation for performing job functions. These workstations form the core of the office environment and typically account for 60% to 70% of the office area.

Key programming questions
How many staff persons will perform work functions at this facility?
How many are full time positions? Part time positions?
How frequently are part time workers in the office and on what schedule?
Do you envision any major changes in the number of staff over the next several years?
How are the staff positions organized into work units?

Identifying staff positions
This is an easy task for those offices where the weekly payroll accurately reflects who works at a particular office location. Some Agencies, however, have staff working in their office who may not be on their payroll. On the Facility Plan Form, Agencies should identify all staff who work in the office on a regular basis and therefore need workstation space.

DCAMM uses workstation allowances. The titles for each workstation type are generic; the Agency is responsible for translating its specific job titles into DCAMM 's personnel titles. To assist in this task, Agencies should use DCAMM's Workstation Standards on the following pages. The functional requirements of the Agency's different job classifications and the furniture in the footprint examples

should guide the Agency in selection of the appropriate personnel standard. This approach results in a more productive work environment than the strict assignment of space by organizational hierarchy.

The Agency should carefully weigh its options for use of existing or procurement of new furniture and equipment. These items represent a significant financial investment for the Agency. Making wise decisions will have a significant impact on the productivity and morale of staff. The planning materials in this manual include space and tenant improvement standards applicable to the use of modular systems furniture and conventional furniture. Because modular systems furniture may reduce the square footage required for an office, and may create work areas more adaptable to changes in operations, its use may reduce the costs of an Agency's lease and its office modifications to accommodate changing technology and programs. Therefore, DCAMM urges agencies to evaluate the advantages of investing in systems furniture.

Part time staff

Some staff work less than 3/4 time, have workstations at other office locations, may be out in the field for the majority of their workweek, or are seasonal workers. Agencies should create shared workstations by providing one workstation for every 1.5 part-time staff. Sharing of workstations by part-time staff should occur whenever schedules and operational requirements permit.

DCAMM WORKSTATION STANDARDS w/ MODULAR SYSTEMS FURNITURE

This page is currently being updated.
Please refer to page 4-64, see DCAMM Facility Plan, Form 1D

DCAMM WORKSTATION STANDARDS w/ CONVENTIONAL FURNITURE

This page is currently being updated.
Please refer to page 4-64, see DCAMM Facility Plan, Form 1D

ENCLOSURE STANDARDS

Once a square footage allowance is established for each staff person, a decision must be made about how to enclose each workstation, based on functional needs. The three enclosure options are:

- **Full-height partitions** - these create private offices with floor-to-ceiling walls and a door. Private offices are reserved for executives and senior management staff who require privacy for conversations. Agency requests for private offices for other staff positions must be explained by specific reasons such as security or confidentiality.
- **Low-height partitions** - these define areas for private or shared workstations or work units. The low walls typically range between 42 and 60 inches, with no door. These partitions can either be constructed as part of the tenant improvements or purchased as furnishings which can be moved from office to office. Private cubicles are appropriate for supervisory staff and professionals who do focused work at their desk.
- **Open office areas** - these are open floor areas with multiple workstations that are appropriate for functions where communication and flow of work are enhanced by an open work environment. The careful location of rooms and tall furniture, such as storage and file cabinets, can be used to provide definition for different open office areas.

When assigning enclosure type to each workstation on the Facility Plan Form, review functional needs for: visual isolation to support task concentration; acoustical isolation to eliminate distracting conversations; privacy to enhance confidentiality; and security of records and/or equipment stored at workstations.

The use of private offices should be minimized. Excessive use of full-height partitions reduces flexibility and makes good space utilization difficult. Full-height partitions are approximately 25 percent more costly than low walls, include the additional expense of a door and frame, and have implications for HVAC and lighting systems. Agency furniture and the careful planning of room locations can be used to provide open work areas with enough privacy from nearby office activities. The total amount of space enclosed by full-height partitions, including private offices, conference rooms, storage rooms, staff support area, etc., should range between 30-40 percent of the Net Usable Area.

DEFINING WORK GROUPS

Most offices perform their functions in specialized work groups. For example, social service Agencies in Branch offices may be organized as an administrative unit and several case management units. Central administrative offices may include an Executive work group and several departments such as Personnel, Finance, Data Processing, Planning, etc. Each unit has an identifiable function(s) to perform and includes those staff positions that are necessary for performing or managing group-specific tasks. Work groups form the key programming units for schematic design. Large offices should consider reporting their square footage requirements in the Facility Plan by work group.

SUPPORT AREAS

Office support areas include the space and equipment that provide immediate task support for personnel workstations. The support functions typically include storing records and supplies, copying documents, and distributing mail; other support areas may include a computer room, library, and a staff support area. Some Agencies also require common workstations which are shared by several staff. In a typical office, approximately 15% to 20% of office space is used for support functions.

Note: DCAMM space standards are identified by italics under each room/area heading.

Records and Storage
varies from files and storage cabinets to large storage rooms

Offices need storage areas for such items as central files, office supplies, forms, etc. Some of these items may include important documents or valuables which must be protected from unauthorized access. For information on secure storage see "Protecting Important Items/Documents" in the Special Planning Issues section.

Key programming questions include:

How are active files stored? Are they stored in a central location or dispersed per work group? Describe the type and quantity of storage units. Are any of the files confidential, requiring restricted access? Are any changes, either in amount or in method of storage, projected for the next several years?

Does the office have any inactive files which must be stored on site? What are the requirements for maintaining historical or out-of-date records? Describe the type and quantity of storage units.

What are the other storage requirements for: office supplies, printed forms, equipment/furniture, etc.?

If the Agency has not done so prior to preparing a new Facility Plan, it should invite the Records Management Team of the State Secretary's Office to review current records management practices. Important factors for review include:

- timely disposition of obsolete records;
- transfer of inactive records to appropriate off-site storage locations;
- use of effective filing systems;
- familiarity of clerical staff with accepted filing principles; and
- introduction of alternate records formats (e.g. microfilm, microfiche, etc.) where appropriate and cost-effective.

The purpose of this review is to minimize inefficient records storage which wastes space and dollars. For maximum filing capacity per square foot, the Records Management Team recommends the use of seven-tier open shelving rather than file cabinets. With open shelving, the file folder is placed directly on the shelf in vertical position, held upright by shelf dividers. The files are easier to access and more files can be stored per square foot. The Agency purchases the seven-tier shelving as part of its furniture budget; construction of open shelving as part of the tenant improvements is not cost-effective for five-year leases and will not normally be approved by DCAMM.

Agencies should carefully review their different storage needs for:

- active files (in current use);
- inactive files which must be kept on-site (closed cases which are required by law to remain in an office for a specified period of time);
- office supplies;
- equipment and furniture that must be stored on site; and
- other items.

Items which have similar requirements for access and security can be stored together. In smaller offices, files and storage cabinets can typically be accommodated in DCAMM's circulation factor, so additional square footage should not be requested. These files can be located along circulation paths for easy access. Dispersing filing cabinets also distributes the live load throughout the structure and reduces the need to

request special loading requirements (see Special Planning Issues at the end of this section). Larger offices typically require separate storage rooms.

Storage requirements should be calculated by counting the different types of storage equipment and using the space standards on the following pages.

Copy and Mail
varies from local tabletop to large room

These basic functions, which are usually located in the same area, vary according to office size and equipment.

Key programming questions include:
What copy equipment does the office own or lease? For each machine, describe the footprint size, wattage, and weight.
Who typically uses the copy equipment and how frequently?
Does the office provide any special printing services? If yes, describe the equipment that is used.
How much mail does the office receive daily and how is it distributed?
Are there any special mail delivery or postal requirements?
Does the office have a facsimile machine? Who is responsible for its operation?
Does access to any of these machines or equipment need to be restricted?

Copiers range in size from small tabletop models to large, free-standing commercial copiers. Most copy machines can be located in open office areas near work groups that frequently use them. Open area locations provide more convenient access to users and dissipate the heat build-up from the equipment so that additional cooling equipment or special HVAC zoning is not necessary. However, some copiers are noisy so acoustical separation with low-height partitions or filing cabinets should be considered.

In a few instances, offices with bulk copy needs may have in-house printing equipment. This function may trigger delivery and storage requirements for bulk paper and forms which should be noted in the Facility Plan.

Mail functions include weighing and posting outgoing mail and sorting and delivering incoming mail. Agencies are responsible for purchasing all equipment and furniture for copy and mail functions. If the Agency will be receiving mail which is confidential or contains negotiables and is therefore a security concern, this should be noted in the Facility Plan. Bulk mail deliveries may trigger the need for a separate mailroom.

Branch office needs typically include an open copy/mail area with a worktable and storage shelves or cabinets for paper supplies. A few large Central offices may need a separate dedicated copy/mail room which will vary in size according to Agency equipment and furniture. Small copiers may also be located in areas near groups with frequent copy needs.

Review the Special Planning Issues section in this section to identify any need for Agency specifications that should be noted in the Facility Plan.

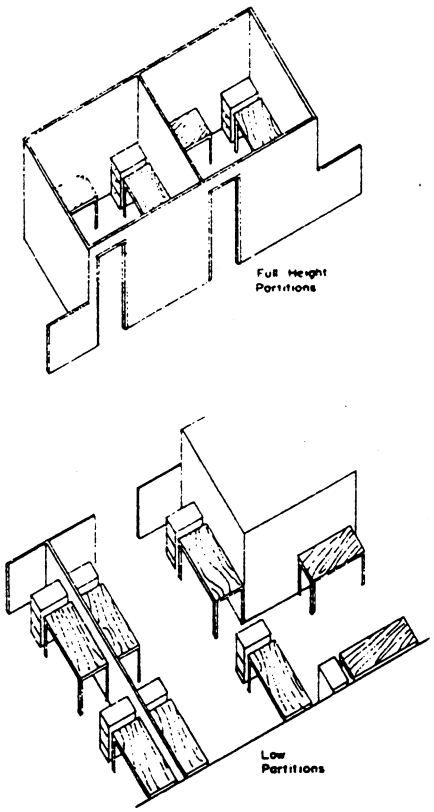


Figure 4: Partitions

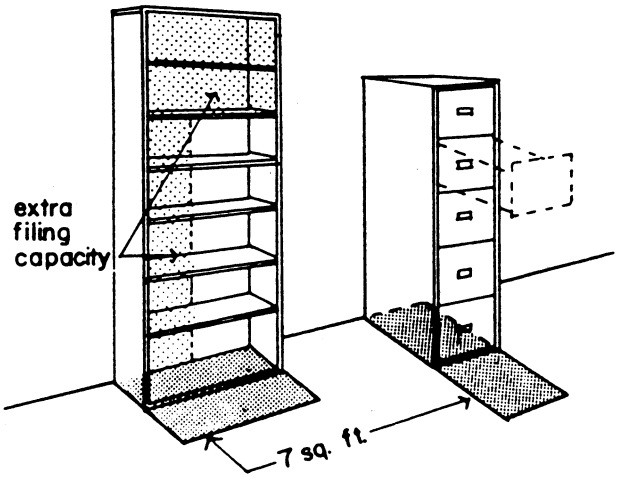


Figure 5: File Capacity
This comparison illustrates that although both the open shelving and the file cabinet require similar floor area, the open shelving provides almost double the file capacity

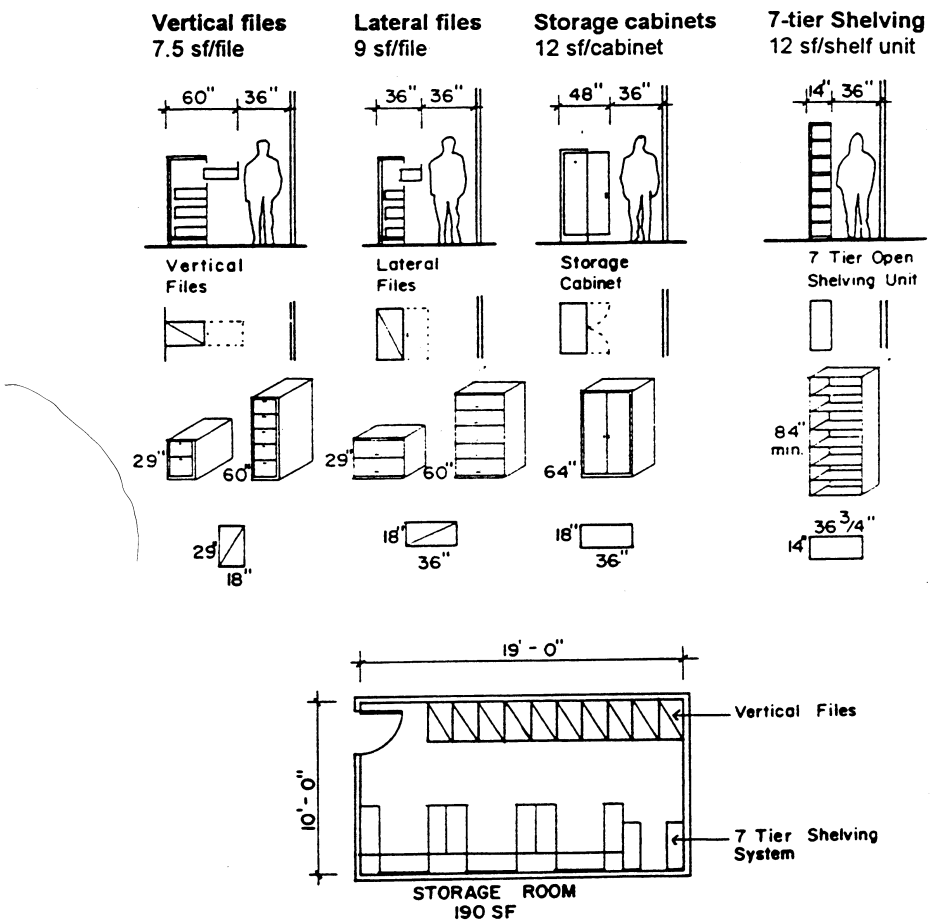


Figure 6: Storage Equipment

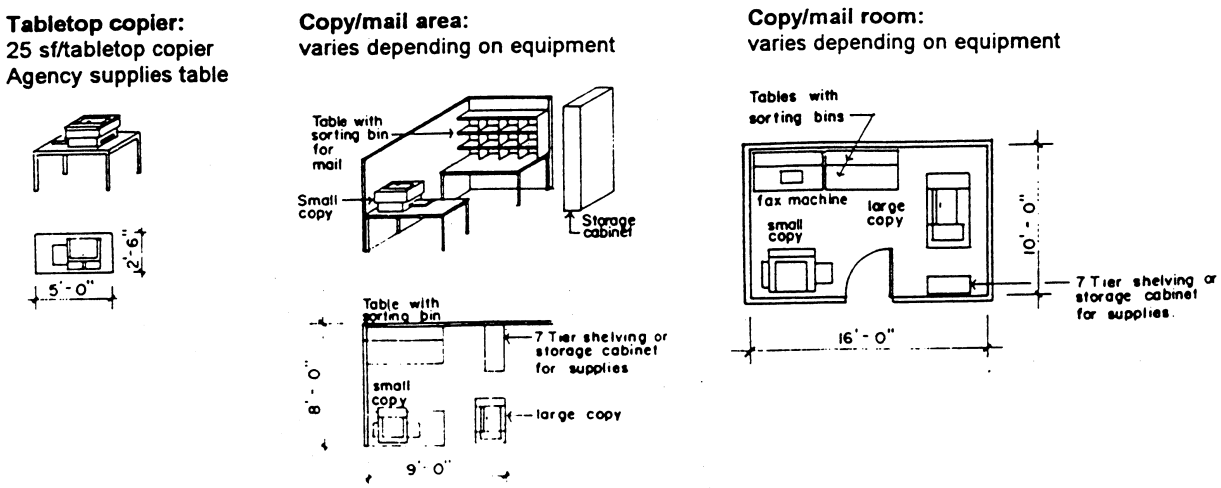


Figure 7: Copy/Mail Equipment

Common Area Workstations
40 square feet/workstation

These are workstations shared by several people. Since they are not assigned to individual staff, they are listed under Support Areas rather than as personnel workstations. A common area workstation is often provided for specialized equipment such as a computer terminal.

Key programming questions:
Do office staff share any workstations? Describe what each common area workstation includes such as a computer terminal, drafting table, etc.
Which staff or work groups use these shared workstations? How frequently are they used (average number of hours per week)?
Do the common area workstations have any special buildout requirements such as electrical/telecommunications, lighting, flooring, security issues, etc.?

Staff Support Area
varies from coffee station to 200 square foot room

Agencies are encouraged to minimize the square footage devoted to a staff support area and to use food services provided in the building or the surrounding neighborhood. Small offices requiring only coffee on-site can provide a small cart or cabinet for the coffee machine.

Key programming questions:
Are any staff required to be at workstations at all times or after normal business hours?
Does the Agency have special needs clients who need access to food, snacks, or drinks because of the length of time they are in the office?
Is it likely that a remote office location will be selected which has no food establishments nearby?

Employee lounges may be appropriate in larger offices when the answer to several of these questions is yes.

DCAMM's standard employee lounge is non-plumbed, or "dry". Agencies are encouraged to use the building's common restrooms as a source of water. The standard employee lounge includes a 5-foot counter with cabinets below, adjustable to meet MAAB regulations. Landlords provide outlets for Agency-supplied appliances.

Library
varies from central bookcase to large room

A library can range from a bookcase with reference materials to a dedicated room for reference books, professional periodicals, and quiet study. It often includes an area for table and chairs so that reference work can be carried out near the books. If furnished, the library can be used for interviews or small meetings. If can also be used to store audiovisual equipment and Agency brochures/forms.

Central administrative offices typically have a small library, ranging from 200 to 500 square feet. Branch offices rarely need a dedicated library. For libraries with a circulating reference collection which require check-out facilities, see Education Facilities.

Large libraries with an extensive collection of reference materials and books may trigger the need for Agency specifications. See Special Planning Issues in this section.

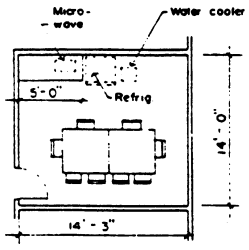
Computer Room
varies, depending on equipment

Agency use of computers ranges from small personal computers to large mainframes. Large computer equipment, including gateways and modems, is frequently located in a dedicated computer room. In such cases, the Agency must specify room size based on the actual computer equipment. If a raised floor system is required to provide easy access to extensive electrical wiring, the computer room must accommodate a ramp. Computer equipment should be accessible on all sides, for ease of repair and for adequate ventilation.

Most large offices with administrative functions have one dedicated computer room, ranging in size from 125 to 500 square feet. Smaller Branch offices are more likely to need only a computer station in an open office area.

Computer rooms typically require a number of specialized buildout items and building conditions. See Special Planning Issues in this section.

Employee Lounge:
200 sf



Standard kitchen counter:
Accessible to persons with disabilities

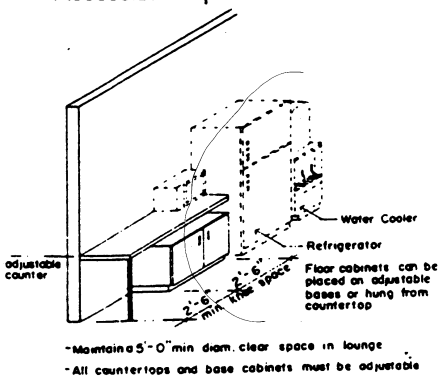
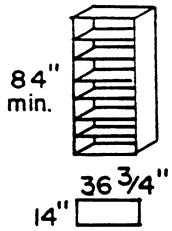


Figure 8: Staff Lounge

Reference area:
12 sf/bookshelf



Library:
7 bookshelves x 12 sf/bookshelf = 84 sf
2 person conference table x 20 sf/person = 40 sf

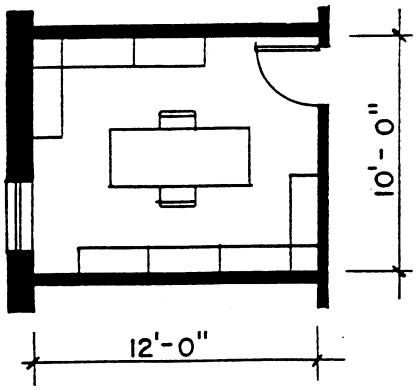


Figure 9: Library

Computer Room:
varies, depending
on equipment

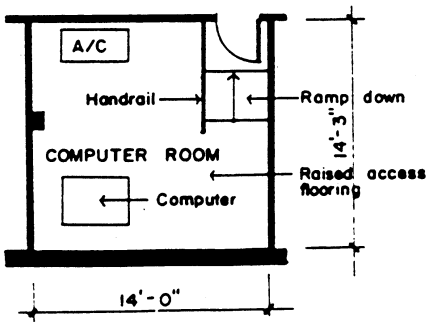


Figure 10: Computer Room

Telecommunications Room
varies, depending on equipment

Most large offices with administrative functions may choose to combine their telecommunications room and computer room. The telecommunications room would typically house the dedicated power, equipment and any electrical adapters or receptacles required to operate the Agency's telecommunication system, and an emergency power failure light. Typical installation would include a minimum of two (2) offset wall-mounted, studded plywood backboards 6' x 8', installed to provide for all telephone and data needs as confirmed by the Agency during the design phase, as well as a minimum of seven (7) 20-amp dedicated circuits (one dedicated to the security system), and seven (7) isolated ground quadplex outlets.

The telecommunications room would typically include HVAC design to maintain a room temperature of 70º Fahrenheit with the full complement of equipment in the room. Relative humidity should be maintained at 30% to 50%. The space should be kept free of dust, and no radio frequency interference (RFI) or electro magnetism interference (EMI) producing equipment should be located in the switch area. In some cases, fluorescent lighting is specifically prohibited in the telecommunications room.

MEETING AREAS

Meetings include face-to-face interactions between persons to discuss issues, interview clients, consult with others, conduct training, and run hearings. Meetings range in size from one-on-one to several hundred people. Staff meet with clients, the general public, vendors, auditors, and other staff. DCAMM has adopted standards for conference rooms, interview rooms, hearing rooms, and training classrooms.

Meeting rooms are planned for the average, not the peak, need. Plan the number of meeting rooms so they are in use at least 50% of the time; 75% usage is preferred. Most meeting rooms are used for multiple purposes: meetings, interviews, hearings, and training. Use the conference room standard for a multi-purpose meeting room. When a room is dedicated to a single use, such as hearings or training, use the standard appropriate to that use.

To increase efficient use of meeting rooms, consider the following:

- design for multiple uses rather than a single, dedicated use;
- maintain scheduling logs to maximize the sequential use of space;
- share meeting spaces with other departments or Agencies;
- utilize private offices to hold small meetings; and
- schedule infrequent large meetings in state-owned facilities or in short-term rental space.

Large Central administrative offices typically have several meeting rooms of various sizes to accommodate a variety of staff meetings, interviews, occasional training, and annual audits. Branch offices with consulting functions typically have one multi-purpose meeting room and several interview areas/rooms, depending on the type of interaction with clients. Branch offices with high volume processing functions usually need multi-purpose meeting rooms for conferences, training, and hearings. A Central administrative office typically devotes approximately 10% of the total office area to meeting spaces. A Branch office may have a higher percentage used for meeting areas if staff meet frequently with clients.

Interview areas
25 square feet per person (up to 4 persons)

Key programming questions:
Is there a need for staff to meet frequently with clients to collect or exchange information?
What is discussed in the interview and are there any requirements for client privacy or confidentiality?
How many people are typically in the interview and how long does it last? Are children ever present?
How many interviews are ongoing at any one time?
Are interview rooms used for any other functions?
Should the interview areas be enclosed with full-height walls, low-height partitions, or in an open area?
Are there any concerns for staff safety when interviewing clients?

Some Agencies have a high volume of client processing functions where staff meet frequently with clients. DCAMM encourages these Agencies to use separate interview areas for meeting with clients to restrict their access to personnel work areas. These interview areas can be shared by several staff for conducting confidential interviews with clients, and staff workstations can then be more open. The ratio of interviewers to meeting areas will vary with the frequency of use. In administrative offices with occasional interviewing activities, Agencies should plan to use conference rooms for such activities.

The degree of enclosure for interview areas depends on the confidential nature of the interview and the type of client being interviewed. Clients feel most comfortable talking about personal issues in a private setting undisturbed by other activities nearby. Clients discussing employment skills and needs, however, can do so in a more open area.

Conference Areas
20 square feet per person

Key programming questions:
What type of meetings occur in this office? For each type of meeting, what is the average number of people in attendance, the average length of time, and the frequency of the meetings (daily, weekly, monthly)?
How many different meetings are typically scheduled over the course of a day? How many are scheduled for any one hour?
How many people typically attend your largest meetings? How frequently do they occur? Is it necessary to schedule large meetings in your facility or can other nearby meeting spaces be used?

Most offices have at least one conference space which they use for multiple functions. In smaller offices under 2,000 square feet, it may be an open area defined by low-height partitions rather than a dedicated room. For Branch offices between 2,000 to 10,000 square feet, the Agency should consider programming one large multi-purpose space which can be subdivided by an operable partition into smaller conference rooms. Requests for meeting rooms larger than 600 sf should be carefully reviewed by DCAMM; see "Large Rooms" in the Special Planning Issues section.

Training
20 square feet per person

These are meeting rooms used for training staff or clients.

Key programming questions;
Does this office train staff or clients? If yes, what type of training is involved?
How large are the training sessions?
How frequently are they scheduled?
Is special audio-visual or other equipment used?

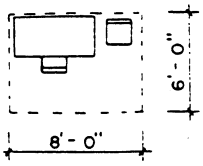
Small training sessions can usually occur in a conference room around a table. Training of larger groups may require a more traditional training arrangement with special audio-visual requirements; see "Classrooms" in Section 6, Education Facilities, DCAMM Space Planning Manual.

Hearings
varies

Key programming questions:
Does your Agency conduct any hearings as part of its mandate?
Are there any regulatory requirements that may affect the type of facility in which the hearing is held?
Who typically is present at a hearing?
Are there any special audio-visual requirements?

Hearing rooms are special meeting rooms provided for legal and regulatory procedures. Small hearings can often be scheduled in conference rooms. Larger, more formal hearings may require a traditional courtroom arrangement; see Courtroom under Courts Facilities, DCAMM Space Planning Manual.

Interview area for 2 persons
2 persons x 25 sf/person = 50 sf



Interview room for 3 persons
3 persons x 25 sf/person = 75 sf

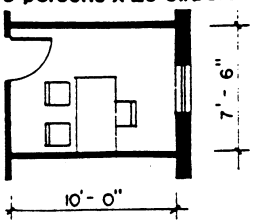
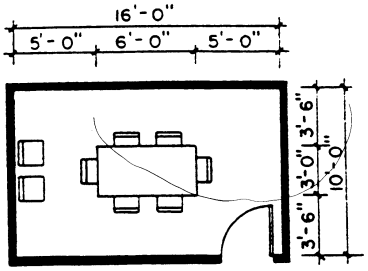
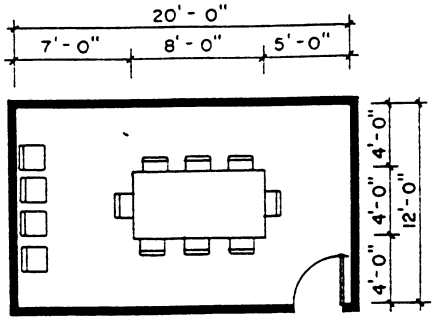


Figure 11: Interview Areas

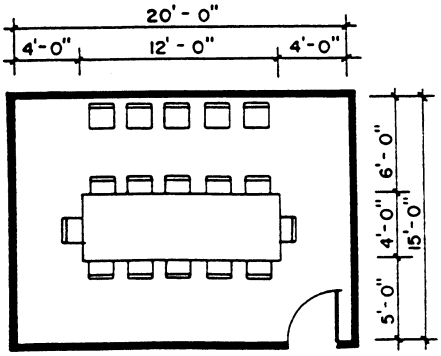
Mini-conference room for 8 persons
8 persons x 20 sf/person = 160 sf



Small conference room for 12 persons
12 persons x 20 sf/person = 240 sf



Medium conference room for 15-20 persons
15 persons x 20 sf/persons = 300 sf



Large conference room for 23-30 persons
23 persons x 20 sf/person = 460 sf

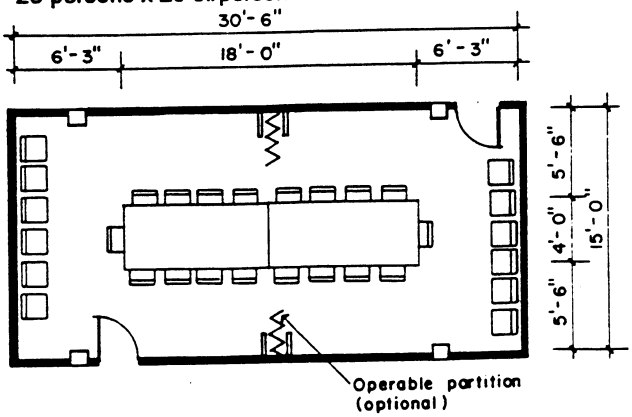
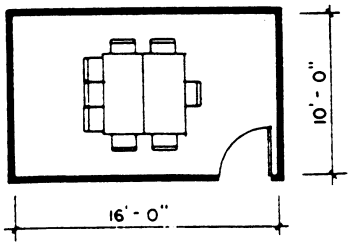


Figure 12: Conference Areas

Training for 8 persons in conference room
8 persons x 20 sf/persons = 160 sf



Training for 15 persons in classroom
15 persons x 20 sf/person = 300 sf

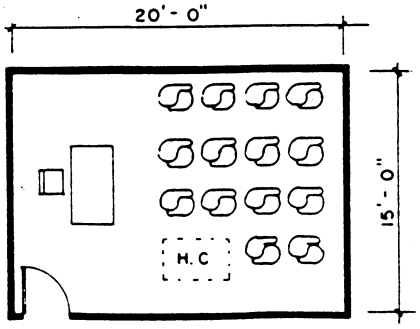
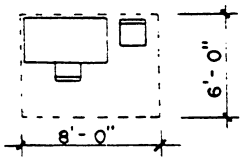
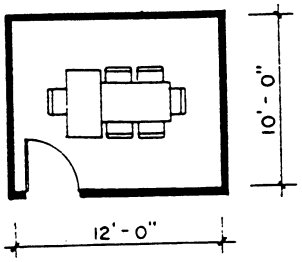


Figure 13: Training Areas

One-on-one hearings (use interview standard)
2 persons x 25 sf/person = 50 sf



Small hearings in conference room
6 persons x 20 sf/person = 120 sf



Formal hearings:
for gallery seating, use 10 sf/person
for hearing area, varies (see Courtroom)

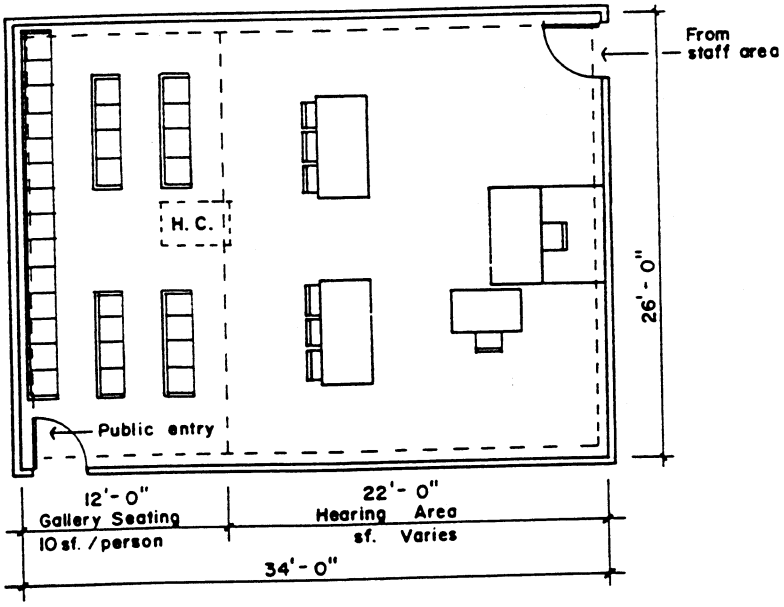


Figure 14: Hearings Areas

ENTRY AREA

Visitors to offices can include the general public, clients of state services, staff from other Agencies, and other professionals and business persons. Some visitors have scheduled appointments; others seek information and services on a walk-in basis. Many offices require some type of reception area at public entry points to control and direct this traffic.

Key programming questions:
Who visits your office during an average week?
What is the nature of the visits? Do they include meetings, interviews, counter transactions?
What percentage of the visitors have appointments and what percentage are walk-in traffic?
Over the course of an average day, how many visitors come to this office?
On average, how many visitors are waiting at any one time of the day? How long is the average wait? Do they need to stand or sit while waiting?
Are there peak times when there is increased visitor traffic? When do these peak times occur (daily, weekly, monthly, seasonal)? How many visitors are present at peak times?
Do you use a receptionist(s) to deal with visitors? What are the receptionist's responsibilities? What type of workstation is required? Are there any security issues that need to be addressed at the receptionist's desk?
Is there a need to restrict visitors' access to parts of the office? What are the security concerns?
Are there any special facilities that are needed to support waiting activities?

Control of visitor traffic is essential in all state offices, for security as well as to minimize disruptions in the personnel work area. DCAMM recommends that each office have one central reception area for visitors rather than scattered waiting areas throughout the office. This arrangement provides greater control of visitor traffic, is more space efficient, and reduces staffing requirements for reception functions.

Waiting areas are planned for the average, not the peak, visitor load. Less than five percent (5%) of the Usable Area in a standard office is devoted to entry functions. This percentage increases in offices with a high volume of walk-in traffic. Review "Security: Controlling Public Access to Office Areas" under Special Planning Issues.

Receptionist
50 square feet/receptionist

Most offices have one staff person responsible for handling visitors. In larger Agencies with high traffic volume, two receptionist workstations may be provided to deal with the volume of visitors and to provide coverage for one another when one is away from the reception area.

Seating area
10 square feet/person

Seating in waiting areas is provided for visitors with appointments and for those who have to wait for any length of time. Plan for the average, not peak, load.

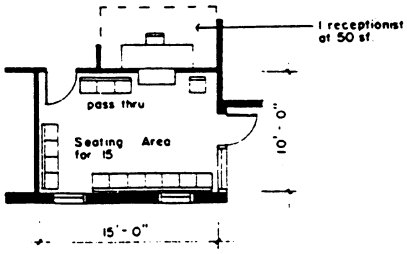
Transaction Counter Positions
40 square feet/person

Some offices have high-volume transaction processing operations where the public comes to file forms, pay fees, obtain licenses, etc. These offices may require transaction counter positions with specialized equipment and storage areas for forms, which are very similar to teller positions in banks. Use the 40 square feet/counter position to establish square footage requirements for the Facility Plan. Each Agency is responsible for supplying specifications for specialized transaction counters.

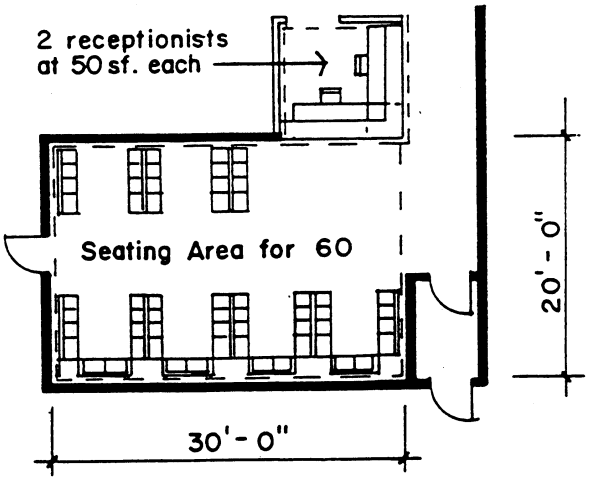
Queuing Area
8 square feet/person

For quick processing transactions where visitor traffic is walk-in rather than by appointment, visitors can stand in queue. Plan for the average number of visitors waiting in line for a transaction.

Small seating area:
15 persons x 10 sf/person = 150 sf
1 receptionist x 50 sf = 50 sf



Large seating area:
60 persons x 10 sf/person = 600 sf
2 receptionists x 50 sf each = 100 sf



Queuing area (with transaction counter positions):
180 persons x 8 sf/person for queuing area = 1,440 sf
40 sf/counter position x 10 positions = 400 sf

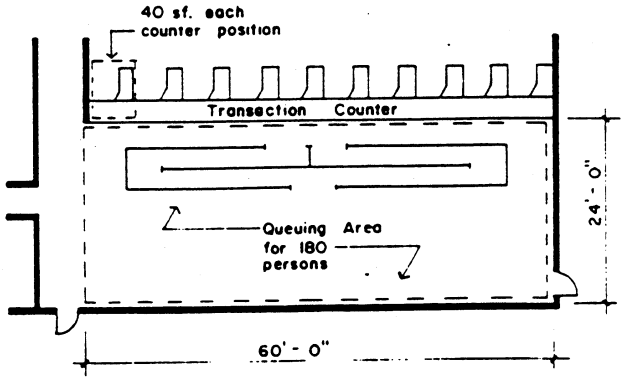


Figure 15: Entry Areas

NON-STANDARD ROOMS

Some Agencies may need additional areas or rooms to support their office mission, such as a children's play room or a photo ID room. In general, non-standard rooms occur more frequently in larger offices. Non-standard rooms can be assigned to any of the four zones in the office.

Non-standard rooms must be described in detail in the Facility Plan to facilitate review for appropriateness and space efficiency. Square footage allocations will be based on the furniture, equipment, and immediate circulation necessary to support the non-standard work functions.

Key programming questions include:
Will any personnel have workstations within this room/area?
What type and size of equipment is located in this room?
Are there any special mechanical or electrical requirements?
What zone does this room belong in?

TENANT IMPROVEMENTS

DCAMM standards for tenant improvements are stated, where feasible, as performance specifications. Landlords must substantially meet these specifications or offer alternatives, subject to approval. The specifications are organized as follows:

- Walls
- Doors
- Hardware
- Finishes and Specialties
- Mechanical
- Electrical
- Assemblies

The Assemblies category is used for those instances when a number of different specifications have been grouped together for a particular function or installation.

WALLS

Walls are used to enclose space for purposes of acoustical and visual privacy, fire safety, and security. DCAMM uses STC (Sound Transmission Coefficient) ratings to specify minimum acoustical performance requirements. STC ratings are an industry standard measure of reduction in airborne noise transmission of construction assemblies. The higher the number, the less noise transmitted. Specific STC ratings may be achieved by a number of different construction assemblies. The Gypsum Association is one publication source of tested assemblies.

Demising Walls
Demising walls separate Agency space from other tenants or building support areas. They must meet a 45 STC rating and any applicable code requirements for fire separation. Demising walls extend from floor to structural ceiling.

Full-Height Partitions
The standard full-height partition must meet a 40 STC rating which provides adequate acoustics for normal office functions.

Low-Height Partitions
These partial walls are appropriate for work areas which require focused visual attention and some level of acoustical privacy. Forty-eight (48) inches is the typical height for low-height partitions, but the Agency has the ability to specify up to three different heights in the final design stage. A standing person can look over a partition of sixty (60) inches but still have adequate privacy when seated. Lower partitions allow standing persons to see more of the office area which is important if security is a concern. Low walls also increase the sense of openness and natural light. Higher partitions tend to have the same effect as regular walls so their use should be minimized.

DOORS

Many of the door specifications are dictated by fire codes and accessibility regulations, which the landlord is responsible for meeting.

Standard Door and Frame
The standard door is a solid core wood door in a steel frame. The door can be finished with paint or stain and polyurethane. The steel frame is painted.

Vision Panel Doors
The vision panel door is standard for all passageways and habitable rooms, including meeting rooms and private offices. It includes a 9" wide x 30" high window located at eye level to provide opportunities for persons walking by to see what is happening in a room or hallway without disrupting ongoing activity. The vision panel door is a more cost-effective means of providing visual connections between rooms than the door sidelite.

Tenant Entry Door
The tenant entry door is a wood or metal door which can be finished with paint or polyurethane. The entry door assembly includes one 18" to 36" wide safety glass sidelite adjacent to the door so that the Agency receptionist can see those approaching the entry.

HARDWARE

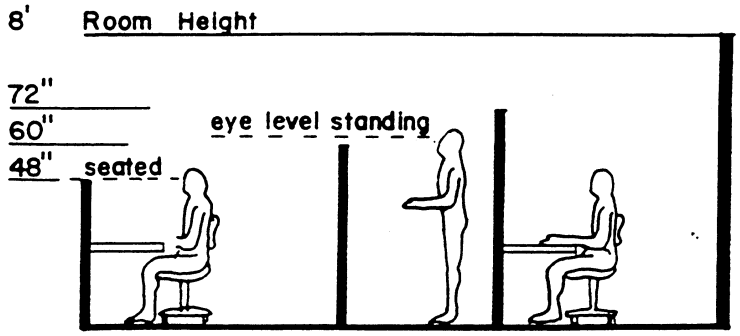
Similar to the door specifications, many of the hardware specifications are dictated by egress codes and accessibility regulations.

Standard Hardware Package
The lever handle latchset is standard on interior office doors.

Locks
Interchangeable core cylinder locks are standard at storage and equipment rooms and at tenant entry doors. Locks for other rooms are specified on a room-by-room basis.

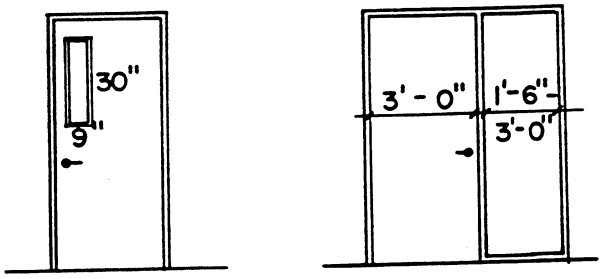
Heavy-Duty Hardware Package

Heavy-duty hardware includes a dead bolt lock and is used in locations where security is a concern. Up to two additional deadbolt locks can be requested if security issues warrant an increased level of protection for property or staff.



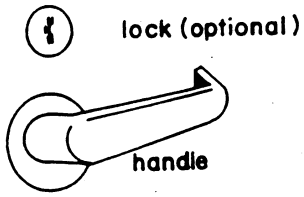
Relationship of panel height to privacy

Figure 16: Walls.



Vision panel door

Tenant entry door



Standard hardware

Figure 17: Doors and Hardware

SPECIALTIES

Ceilings
The standard office ceiling is a suspended T-grid system with lay-in acoustical tiles, at a minimum dimension of 2' x 4' x 5/8". The suspension system usually consists of lightweight metal runners hung below the supporting superstructure. This system creates a space, or plenum, between the finished ceiling and the structural floor above where ductwork, piping, and wiring can be run out of sight. DCAMM recommends that the ceiling be a minimum of 8' high but no higher than 11' to avoid excessive energy costs.

An existing ceiling is acceptable if it is level and meets the standards for new construction; soiled or damaged ceiling tiles must be replaced. An exposed ceiling is generally acceptable only in historic renovations if the visual appearance is suitable for an office environment. All utilities in the ceiling area must be neatly organized and painted. Exposed ceilings also raise concerns about acoustic qualities of the space.

Floors
Of all office finishes, floors are subject to the greatest wear and tear. Flooring should be evaluated for its durability, acoustical properties, and ease of maintenance. The landlord is required to meet all federal and state accessibility regulations so that visitors or employees who are disabled can move easily and safely throughout all parts of the office.

Carpet
Carpet is the primary office floor material and is standard in habitable rooms and general circulation areas. It is used throughout the office because it is attractive, comfortable, and sound-deadening. It reduces impact sounds such as footsteps, scraping chairs, and shuffling. It is usually glued directly to the concrete subfloor to prevent wrinkling, bulging, and movement of the carpet. DCAMM's carpet specification calls for tight weave, stain resistant nylon with a five-year guarantee and anti-static warranty. Where there is excessive wear and tear, such as under workstations or at the copy machine, Agencies are encouraged to provide carpet protector pads. Where floor access is required, such as in a computer room, matching carpet tiles are used.

Vinyl Composition Tile (VCT)
Because of its durability and ease of maintenance, VCT is recommended for:

- high volume waiting areas;
- non-habitable rooms for files, supplies, mail, large copy functions, computers, and equipment; and
- staff support areas.

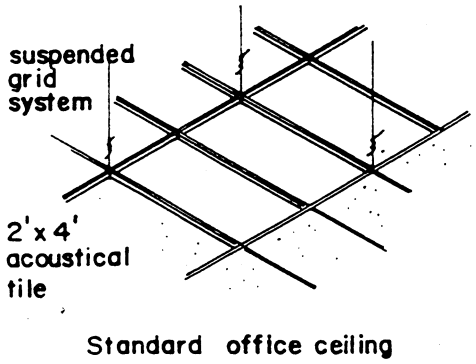


Figure 18: Ceilings

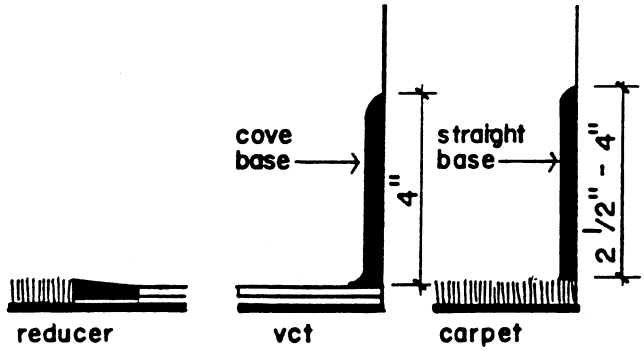


Figure 19: Floors

Wall Finishes
The landlord is responsible for repairing and patching any existing walls so they match new partitions.

Paint
All walls are painted with one coat of a primer/sealer and two coats of eggshell or semi-gloss latex paint. The Agency can select up to three different colors to use throughout the office. Colors should be carefully considered as they affect the image and mood of an entire office. Colors can make an office dull or lively, depressing or cheerful. In general, greens and grays are neutral; reds are excitable; and blues have the reverse effect. Any of these colors can be used but a balanced color scheme is necessary. A mix of colors provides variety and is a good means of defining different areas within a larger office. The best solutions often involve neutrals for major areas and stronger accent colors in smaller areas.

Once the construction documents have been prepared, the Agency meets with the landlord to discuss colors for the carpet, VCT (if installed), walls, doors, trim, and window coverings. Landlords often provide color boards which illustrate different color schemes using the various materials and finishes that will be installed in the office.

Protective Wall Covering
In high traffic areas such as large public lobbies where clients wait for any extended period of time, the wall surface should be durable enough to withstand heel prints of those standing against a wall, chairs hitting the wall, and children's marks. The Agency can specify the need for a durable 36" high wainscot of either vinyl wall covering or epoxy paint, capped by a chair rail.

Specialties
Signage
The landlord provides standard signage, which may be changeable inserts or applied letters, for room numbers and room names. Building and floor directories are also provided so that visitors can easily find their destination. Agencies with large offices and many visitors may require a more detailed signage system which directs visitors to specific rooms, functions, or services. All signage should meet applicable accessibility requirements.

Window Coverings
The landlord provides window coverings for all exterior windows. These can be either thin horizontal aluminum blinds or operable vertical blinds. They are used to reduce glare on sunny days and to darken rooms for audio-visual presentations. The Agency selects the color of the blinds, keeping in mind the overall color scheme of the office.

MECHANICAL

The quality and temperature of the air is the single most important variable in staff productivity and satisfaction levels. If the air is stale and too warm, occupants will not be able to focus on the task at hand. A good heating, ventilating, and air conditioning system (HVAC) provides office users with an environment that is free from drafts and cold surfaces, that has a controlled indoor air quality, and in which the air is neither noticeably hot or cold, too humid, or too dry.

DCAMM relies on the State Building Code to establish minimum performance requirements for the HVAC system. The Code references other technical standards utilized by the mechanical engineering profession. Detailed design requires substantial technical knowledge which the landlord provides through his/her engineering subcontractors. Because the HVAC system can be difficult to evaluate, DCAMM or

the Agency can request that engineers provide appropriate certification that the HVAC system meets the performance requirements as stated in the RFP.

Heating and Air Conditioning System

The landlord is required to maintain the temperature throughout the premises during working hours within 70º and 74º Fahrenheit in the wintertime and within 72º and 76º Fahrenheit in the summertime. Most offices are large enough to be divided into several zones. Each zone is provided with a thermostat control which is secured by locked cage or key allowing only authorized staff to alter settings. DCAMM requires that the HVAC system be fully automatic.

Ventilation

Proper ventilation within the office space is a function of fresh air intake and air movement. Outside air is introduced into the space through ducts, windows, or infiltration, and is circulated by fans. Outside air must be mixed with the air in the office space in order to replenish the oxygen supply, to dilute the particulates, toxic pollutants, and odors in the space, and to control humidity. Fresh air intake is necessary to ensure the users' health and comfort. In general, all occupied spaces will have mechanical ventilation, with the exception of rooms with operable windows.

Criteria for replenishing office air with outdoor air have been reduced to minimum levels to conserve energy. In general office areas, the landlord is required to provide 20 CFM (cubic feet per minute) of ventilated air, at least one third of which is outdoor air, per person. Rooms such as restrooms, conference rooms, lounges, and special equipment rooms, are required by code to have higher ventilation standards to compensate for increased air fouling activities.

As the air within the office is recirculated and outside air is brought in, the particulates in the air are removed by filters. Adequate filtering is important to the health of users and affects the cleanliness and appearance of the office. Landlords are required to filter air in accordance with manufacturers' recommendations and to clean or replace filters on a regular basis. If filtering is not sufficient, dark areas will form on surfaces surrounding the diffusers that supply air to the space.

ELECTRICAL

The RFP states that the cost of electricity for lighting and office equipment is to be estimated separately in the rental cost section of the proposal form. This gives the Agency the option of paying these costs directly to the utility company and deducting the amount indicated from the total proposed rent.

Each Agency space is provided with an electrical system which is complete, tested, and ready for operation for both power and lighting distribution, with its own locked power panel separate from other tenants or building services. This ensures that unauthorized persons cannot interrupt the Agency's power supply. Within the office space, power can be distributed in a number of different ways: partition/column distribution, ceiling distribution with power poles, flat wire cabling, raised floor systems, and system furniture distribution. Each distribution system has a different impact on the space layout process.

Lighting
The landlord provides a uniform lighting level of 65 footcandles at desktop height. This performance standard addresses concerns for visual comfort as well as energy conservation. It provides adequate lighting for normal office functions. For specialized functions such as drafting or bookkeeping where higher lighting levels may be required, Agencies should provide task lighting.

The 65 footcandle lighting level can be accomplished with 2' x 2' or 2' x 4' recessed fluorescent fixtures with energy saving ballast and cool white lamps. Replacing existing acrylic lens with one inch, silver-finish paracube or parabolic lens fixtures is recommended. Light switches in public access areas are tamperproof to avoid unauthorized access to lights in areas where people congregate.

Electrical Outlets
DCAMM uses the standard of two duplex outlets per 75 square feet or per workstation, whichever is smaller, in open office areas. Four outlets are provided in private offices and rooms. For rooms larger than 200 square feet, an additional outlet is added for every 150 square feet. This will provide adequate power supply for typical office equipment. To ensure that power is available for special equipment, Agencies are responsible for listing in the Facility Plan all equipment rated at over 1,000 watts or having special voltage requirements. The need for dedicated lines should also be identified.

Telephones
The landlord provides and installs a complete wiring system for the leased space to support the Agency's telephone system, and provides and installs adequate plywood backboard to be wall-mounted for telephone and data equipment needs, punch down blocks, rack-mounted modular RJ-45 patch panels, light and convenience outlets. The landlord shall pre-wire each telephone jack/extension from the modular patch panel in the telecommunications room/telephone switch room to the extension location. Pre-wiring shall consist of twin, four (4) pair twisted pair (4-pair voice, Category 5, 24 AWG; 4-pair data, Category 5, 24 AWG) unshielded cable enclosed by a thermoplastic jacket connecting to dual-faced modular RJ-11 or RJ-45 jacks as required by the voice station equipment at the extension. Exact jack type shall conform to the Commonwealth’s Governor’s Advisory Council on Information Technology (GACIT) wiring standards and guidelines. Station wire to the telephone closet shall terminate (punch down) into a 110-type block. Cables must be cut down in numerical order. Cables must include six feet of additional length, looped in the room to allow for future adjustment of blocks. All station wire shall conform to the Commonwealth’s GACIT wiring standards and guidelines, including a physical wire test with signed acceptance. Communications outlets are installed in each office or workstation or per every 150 square feet.

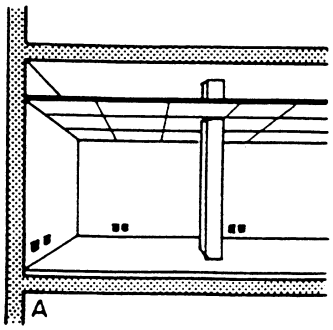
Data Wiring
Using the Commonwealth's GACIT wiring standards and guidelines, the landlord provides and installs a complete data wiring system for the leased space and provides and installs adequate plywood backboard to be wall-mounted for telephone and data equipment needs, punch down blocks, rack-mounted modular RJ-45 patch panels, light and convenience outlets. The landlord pre-wires each data jack/extension from the rack-mounted modular RJ-45 patch panel in the telecommunications room/telephone switch room to the jack location. Typically, pre-wiring consists of twin, four (4) pairs of ICS Category 5 balanced twisted pair (4-pair voice, Category 5, 24 AWG; 4-pair data, Category 5, 24 AWG) unshielded cable enclosed by a thermoplastic jacket connecting to dual-faced modular RJ-45 jacks as required by the voice station equipment at the extension. Exact jack type should conform to the Commonwealth’s Governor’s Advisory Council on Information Technology (GACIT) wiring standards and guidelines. Each of these wire pairs would terminate in a 110-type block in the telecommunications room/wiring closet and should not exceed 100-meter insertion loss. The landlord should supply baluns, patch panels and equipment cabling as required by the Agency during the design phase. All data wire shall conform to the

Commonwealth's GACIT wiring standards and guidelines, including a physical wire test with signed acceptance.

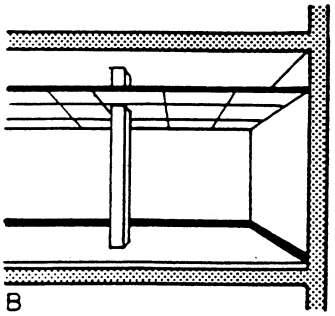
ASSEMBLIES

Staff Support Area

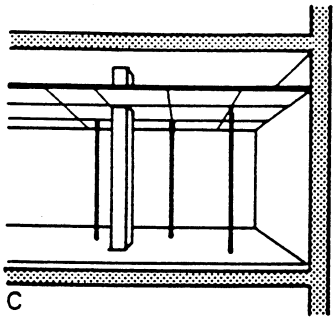
The DCAMM standard for a staff support area includes an adjustable height countertop with cabinet below, to meet accessibility requirements, and adequate electrical outlets to service Agency-supplied appliances such as a microwave oven, refrigerator, and stove.



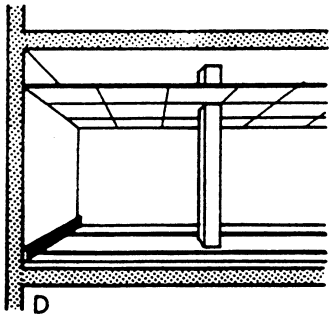
Fixed wall and column system.



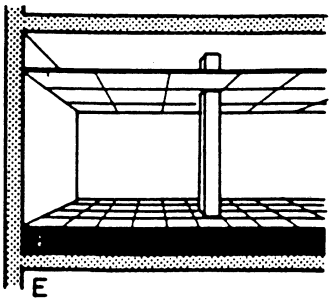
Skirting trunking can be a cost-effective system in shallow space and allows for easy alterations. It allows distribution only to the perimeter unless used with another system.



Integrated ceiling system uses cable trunking and power poles to workstations. It is an economical and adaptable solution. However, the cluttered appearance of the poles is rarely resolved successfully.



Flat-wire cable accessed from the perimeter and run under carpet squares provides a very flexible and adaptable system.



Access flooring provides almost limitless flexibility.

Source: ***Offices: A briefing and design guide,*** *by Stephen Bailey*

Figure 20: Alternative Systems for Power Distribution

BUILDING CONDITIONS

The standards for building conditions concern those physical qualities of a building that determine its suitability for the specific office needs of an Agency. DCAMM standards cover the following items:

- Building Codes
- Building Systems and Enclosure
- Building Structure and Layout
- Building Common Areas
- Tenant Compatibility

The Agency is responsible for identifying any "non-standard" building conditions which may be necessary or desirable to meet the operational needs of the office. The need for any of these should be indicated in the Facility Plan so that the information can be included in the RFP.

BUILDING CODES

As a minimum threshold, DCAMM requires that all building and tenant improvements comply with applicable Federal, State, and local code requirements. Agencies should not occupy a leased facility until the landlord supplies evidence of compliance, including a Certificate of Occupancy. DCAMM uses the Massachusetts State Building Code, all Codes of Massachusetts Regulations (CMRs), Regulations of the Massachusetts Architectural Access Board (MAAB), and the Americans with Disabilities Act (ADA) as minimum reference standards. In some instances, however, DCAMM requires landlords to meet requirements for new construction which are more stringent than requirements for existing buildings.

Life Safety
For the safety of staff and visitors in state offices, DCAMM requires that emergency lighting within the leased facility and along all paths of egress be upgraded to code standards for new construction. Landlords must also maintain life safety systems and equipment in operable condition. This includes fire doors, fire walls, fire stops, fire extinguishers, sprinkler systems, fire escapes, exit route diagrams, exit signs, emergency lighting along all paths of egress, and smoke alarm systems.

Barrier-Free Access
All State leased facilities must be barrier free, in accordance with MAAB and ADA regulations. Full accessibility applies to site pathways and parking, the building entrance, all common areas, and the leased space, and is intended to insure that state employees and the public have equal access to employment opportunities, services, and programs, regardless of their disability. Accessible parking or a drop-off area should be available near the accessible entrance. To ensure that leased facilities are barrier free, accessibility components should be surveyed during the site visit; the survey forms in DCAMM's Access Improvements Workbook can be used as a guide to MAAB requirements. For existing barriers, proposers can indicate in their proposal how they intend to remove them.

Harmful Materials
For State employees' health, particular concern is given to removing all harmful materials and for keeping on file all records which certify that harmful materials have been removed or are below harmful levels.

BUILDING SYSTEMS AND ENCLOSURE

Building systems must have the capacity to deliver appropriate services for Agency staff and the public within the building and the leased area. The systems that are important to evaluate include:

HVAC
Air quality and temperature control are key elements in an office environment. The building's heating, ventilation, and air conditioning system must have the capacity to meet all loads generated by people, lights, office equipment, and environmental factors. HVAC systems can be noisy, so DCAMM requires that sound levels not exceed a Room Criterion (RC) of 35 which allows for normal conversation levels. The building's HVAC system must be assessed for its ability to handle needs within the Agency's space. The most useful measures are the age and design capacities of the systems, information which is supplied by the proposer. To ensure adequate air quality and temperature control over the course of the lease, the landlord agrees in the lease to service all HVAC equipment, replace filters, and clean diffusers according to manufacturers' recommendations, or more often if necessary.

Electrical Service
The building's electrical service should have sufficient capacity to provide power to the Agency's space and electrical equipment.

Elevators
DCAMM requires that any state office not located at ground level be accessible by elevator or other appropriate means. The landlord is responsible for maintaining all vertical conveyances in working order. All elevators should have automatic self-service controls and cab sizes in compliance with state and federal accessibility regulations. Most offices handle deliveries with hand trucks and do not need access to freight elevators. Those leased facilities which require frequent moving of bulk supplies/forms and large equipment should indicate a need for access to a freight elevator and loading dock in the Facility Plan.

Building Enclosure
The building enclosure includes the roof, foundation, exterior walls, windows, etc. which provide protection from the elements, affect energy consumption, and, when structural stability is an issue, may impact the safety of occupants. For energy conservation and tenant comfort, the DCAMM standard is double glazed or insulated glass windows. The building enclosure components must be in good condition throughout the term of the lease.

BUILDING STRUCTURE AND LAYOUT

Characteristics of the building's structure can impact its suitability for supporting the Agency's program by physically constraining the design, layout, and utilization of the leased space. The following define the basic standards and issues to be addressed:

Column Spacing
Structural spans define the grid or module for laying out partitions, open areas, and circulation. The preferred range for column spacing is 25 to 35 feet on center. Smaller and irregular bay sizes limit possibilities for interior space planning, particularly for larger spaces. The largest column-free space with a length to width ratio not exceeding 2:1 will determine the largest single room practical. If the Agency space program includes any room over 800-1,000 square feet, the Agency should indicate in the Facility Plan that minimum column spacing of 20 to 25 feet may be required.

Ceiling Heights
In an average office, ceiling heights typically range from 8'-0" to 11'-0". Ceiling heights between 8'-6" and 9'-6" are preferred. Higher ceilings can lead to increased buildout costs and higher energy costs. However, large meeting spaces, large equipment, or rooms with raised access floors may require higher ceilings. Agencies should indicate any of these special conditions in the Facility Plan.

Designed Floor Loads
Landlords are required by the State Building Code to meet minimum uniformly distributed live loads as measured in pounds per square foot (psf). In office buildings, office areas have a minimum live load of 50 per square foot. This will accommodate standard office equipment, files, and furniture. Records storage rooms up to approximately 200 square feet are typically not a problem. If more space than this is needed to accommodate records storage requirements, Agencies should plan for two separate rooms which can be located in different areas of the office, thus distributing the load. Review the guidelines for large/heavy equipment in the Special Planning Issues section of this section to see if higher designed floor loads are required. The Agency must flag this need in the Facility Plan.

Natural Light
Access to natural light enhances the work environment. The amount and arrangement of window area affects the extent of natural light in an office and the location of partitions which intersect the exterior wall. At least 25% of the exterior wall should typically be window area in standard offices.

Entrances
Most Agencies require only one entrance for both staff and the public. The landlord is responsible for providing secondary egress doors according to code. Some Agencies require a second entrance to separate staff and public traffic; to provide another means of entry for security risk clients; or to protect the anonymity of informants in criminal cases. The Agency must identify this need in the Facility Plan.

Location and Distribution of Space
Administrative offices are typically located on upper floors in buildings while a first or second floor location is preferred for offices with a high volume of public traffic so that public access is direct, convenient, and does not tax building elevators. Agencies must identify and explain requirements for a first floor location in the Facility Plan. Basement space which is not susceptible to water damage and has sufficient natural light will be considered. Contiguous space on one floor is preferred except for very large offices. Multi-floor office space is discouraged because some office functions, such as entry/reception and copy facilities, must be duplicated on different floors to enhance office operations, which often takes up additional square footage.

Configuration
Awkward building configurations can create inefficient layouts. In general, the leased space should be either square or rectangular in shape; odd angles often create leftover space. L-shaped spaces may also be easy to work with. Two exterior walls are preferred, one of which should ideally be the long side of a rectangle.

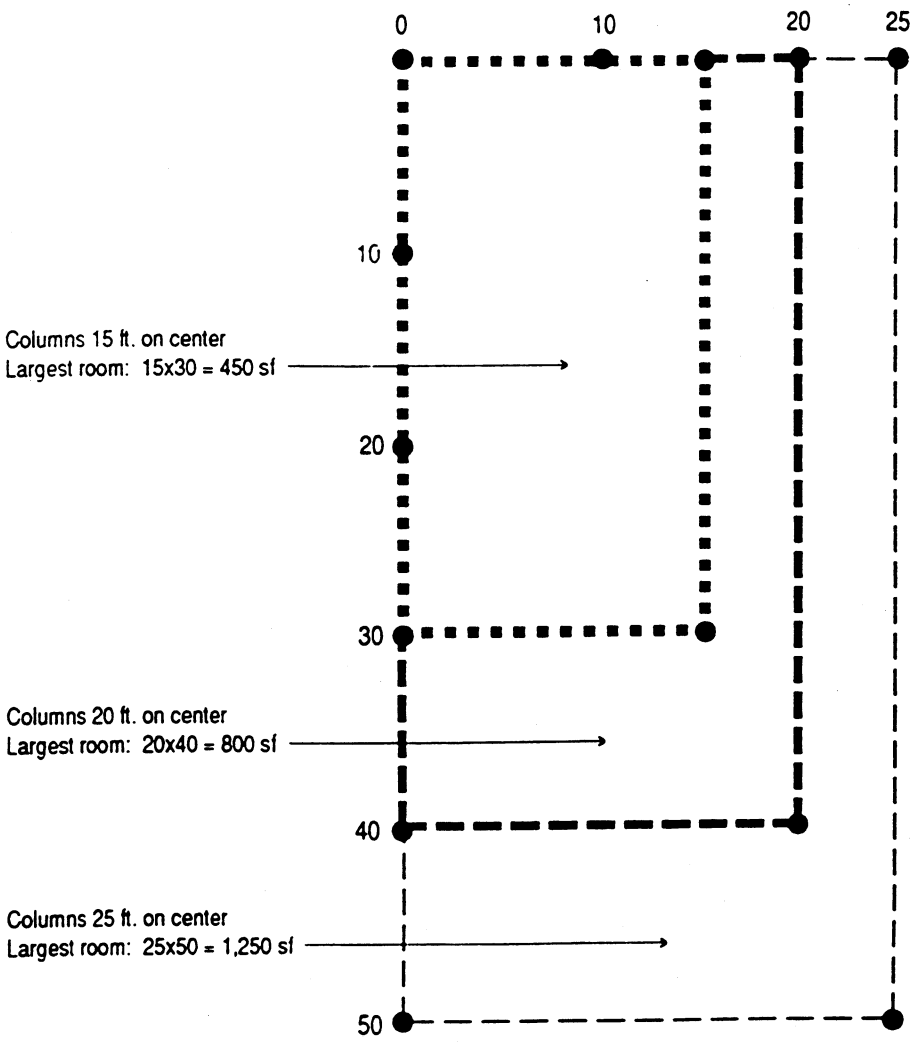


Figure 21: Column Spacing

BUILDING COMMON AREAS

DCAMM defines the following standards for building common areas used by Agency staff and the public. These areas are not included in the Usable Area.

Public Areas
All public areas in a building which staff or visitors use over the course of a workday should present a professional image. These areas include the building entrance, elevator lobby, stairs, corridors, elevators, and public restrooms. All common areas should be well lit, easy to find, and convenient to use. For security purposes, a minimum lighting level of 10 foot-candles should be provided in all corridors and areas used by Agency staff.

Vestibules
For weather control and worker comfort, all exterior entrances into the leased space must include a vestibule. Vestibules with two locked doors also provide added security.

Restrooms
It is DCAMM's policy not to require the provision of separate restroom facilities for Agency staff and visitors in the leased space. The landlord is required by code to provide restroom fixture counts based on building occupancy levels. Drinking fountains are also required by the current code but landlords of older buildings have the option of providing bottled water if plumbed fountains have not been installed. The restrooms should be clean, well lit, and meet accessibility requirements. Finishes, fixtures, and specialties should be consistent with a professional office environment.

Tenant Compatibility
Other activities or uses in the building must be compatible with the Agency's proposed use. For example, administrative office space may be inappropriate in a building or mall devoted primarily to retail uses. Compatibility issues include safety, traffic levels, noise, odor, and visual clutter.

LANDLORD SERVICES

As part of any lease, the landlord provides building management services to the Agency. DCAMM has developed standards in the following areas:

- Utilities
- Maintenance and Snow Removal
- Building Security and Access
- Janitorial Services

In the Facility Plan, the Agency should identify the need for any landlord services which deviate from the following standards, to insure that the RFP accurately reflects the Agency's circumstances.

UTILITIES

The typical lease calls for the landlord to pay all utilities, taxes, and insurance for the leased property with the exception of telephone charges, which are paid directly by the User Agency. Proposers are asked to break out the cost for electricity for Agency lighting and office equipment in their proposal, so that the Agency can choose to pay these costs directly to the utility company, and deduct them from the total

proposed rent. Agencies should note in the Facility Plan if they prefer to pay utilities directly, so that this information can be incorporated into the RFP

Normal Office Hours

Normal office hours are considered to be Monday through Friday, except holidays, from 8:00 a.m. to 6:00 p.m. The landlord maintains minimum temperature levels during this time period within a comfort range prescribed in the RFP. Some Agencies may need extended office hours to cover evenings and weekends. Since this expanded utility use can lead to increased rent, Agencies should carefully review these needs and develop alternatives such as holding meetings off site or during normal office hours. The need for extended hours should be described in the Facility Plan, so that this information can be incorporated into the RFP.

MAINTENANCE AND SNOW REMOVAL

DCAMM specifies routine maintenance services for all office facilities. These include the maintenance of all site areas, including landscaping, snow and ice removal before normal working hours and as needed, and routine maintenance and repair of the building exterior and all systems and equipment. The specifications call for the landlord to repaint and replace wall coverings every five years to maintain the quality of the professional work environment. Ceiling tiles should be replaced during the term of the lease if they become damaged or stained. Carpet or carpet tiles should be replaced if they become worn or damaged or if the carpet backing becomes visible. The landlord is encouraged to store five percent (5%) extra stock to repair damaged finishes. DCAMM encourages Agencies to purchase and install protective floor mats over carpet in areas subject to heavy use such as under clerical workstations or in front of the copy machine.

BUILDING SECURITY AND ACCESS

DCAMM requires landlords to provide authorized Agency staff access to the leased facilities after normal working hours. This access can be provided by a number of different means including security guards, master key, electronic card, or similar restrictive entry system.

Security equipment is only effective if managed properly. The Agency should limit after hours access to a few authorized personnel and should keep a record of all keys or card passes that are distributed. A lost or stolen key or electronic card pass can result in the replacement of locks, at the Agency's expense.

Some Agencies may have special security needs required by state regulations. The Agency is responsible for describing these needs in the Facility Plan and determining, or working with DCAMM to determine, appropriate security systems. Agencies should refer to "Security" in the Special Planning Issues section in this section.

JANITORIAL SERVICES

DCAMM has developed a list of, and schedule for, janitorial services to be provided by the landlord. These services can be provided at the hours most convenient to the landlord, unless otherwise stated; if the Agency requires that these services be provided at specified times, this must be indicated in the Facility Plan. If an Agency elects to contract directly for cleaning services, this approach must be explained in the Facility Plan.

SPECIAL PLANNING ISSUES

DCAMM standards for tenant improvements, building conditions, and landlord services are appropriate for most office facilities. The mission of some Agencies, however, triggers the need for special space planning requirements. Agencies are responsible for describing any special needs they have in the Facility Plan, utilizing the information provided below and their experience from other office locations. These needs are translated into Agency specifications which are included in the RFP.

Examples of Special Planning Issues include:

- Security
- Special Client(s) Profile
- Noise
- Large Rooms
- Large/Heavy Equipment
- Furniture and Architectural Woodwork
- Warehouse Storage

SECURITY

Security is a key issue for many Agencies. It must be addressed in the Facility Plan to identify specific tenant improvements needed. It is revisited during development of the Schematic Space Plan, since it often affects how the office is zoned for different uses.

DCAMM Standard
Both the landlord and Agency personnel play important roles in maintaining security. The landlord provides basic security hardware (e.g. master key, electronic card, etc.) at entry doors which prevents unauthorized entry and allows authorized Agency personnel to gain access after normal work hours. The Agency is responsible for locking all doors and equipment after hours and for limiting the distribution of keys/entry cards to authorized employees only. Security lighting is provided at entrances, pathways, and parking lots to enhance the safety of persons coming and going at night.

Some Agencies may have additional security concerns for the following:

- protecting the premises
- controlling public access to staff work areas
- providing security for transactions
- protecting important items/documents

Protecting the Premises
The need for additional security protection for premises is generally triggered by special office activities and/or by neighborhood location. Offices with confidential client information or valuable equipment may need to protect all parts of the office from intruders. This can include the following increasing levels of protection:

- Ensure that other building tenants and the landlord's maintenance staff do not have keys to the office.
- Alarm all entry points so that an unauthorized visitor after hours is immediately detected.

- Hire security staff for either round-the-clock surveillance or for after hours surveillance.

Controlling Public Access to Staff Work Areas
Agencies with a high volume of public traffic may need to control coming and going activity so it does not disrupt the office work environment. If the receptionist is unable to provide this level of control because of the number or type of clients, consider hardware options for the door which separate the public/client zone from the staff/work zone. Public access may be controlled as follows:

- Mechanically control access at the door between a public waiting area and a restricted work area. All staff, or only authorized staff, have access through this control point with a key or security code. This eliminates the reliance on a receptionist and is particularly useful in offices where staff move frequently between restricted and unrestricted parts of the office.
- Monitor access with an identified staff person. In this situation, the receptionist can control both staff and client access to restricted areas within the office through remote door release. This requires that a receptionist always be present who can identify staff persons.

Providing Security for Transactions
Transactions in some Agency facilities between the public and staff must be monitored due to the nature of the client (i.e. security risk) or the type of transaction (i.e. cash or negotiables). In these instances, it may be necessary to provide safety glass windows at receptionist desks or transaction counters, to enhance office security.

Protecting Important Items/Documents
Access to many items within offices must often be controlled, including office supplies, expensive office equipment (laptop computers, audio-visual equipment, cameras, etc.), evidence in legal proceedings, and confidential documents and client files. In small quantities, important items can be stored in lockable file cabinets or storage cabinets. In larger quantities, these items can be stored in locked rooms where only authorized staff have access. Important items with similar requirements for limited access can be stored in one room.

Confidential client files which are used on a daily basis by staff present a different problem. To keep track of these important files, and to ensure that they are not lost, some Agencies require that staff sign these files in and out when they are taken from a central file room. In large offices where many files are accessed over the course of a day, it may be necessary to assign a staff person the responsibility for all files. This person's workstation can be located in the active files room where other staff members are not allowed. Staff request files from, and return them to, the file clerk. There may be a need to limit general staff access to files while still providing access to the staff person in charge.

Agencies that hold valuables or cash overnight may need a room which can withstand break-in attempts. This should be weighed against other options including providing security for the premises and purchasing a vault/safe.

CLIENT(S) PROFILE

An Agency's work with clients may trigger special space planning concerns and additional tenant improvements so that the Agency can more effectively and efficiently deliver services. Offices serving clients with special profiles must identify and describe this profile in the Agency's mission statement. Examples include:

- Infants/children
- Clients requiring observation
- Security risk clients
- High volume of client visits

Infants/Children
Many Agencies provide services to children and to families with children. As a result, infants and children are frequent visitors to these offices. Some of the special needs of this client group include:

- convenient access to restroom facilities;
- kitchen facilities for the storage and preparation of snacks for children who occasionally spend long hours in an office waiting for services; and
- separate children's play area where children can wait while parents/guardians are waiting for, or receiving Agency services.

Clients Requiring Observation
There are several instances when it is important to observe client activities, with or without their knowledge:

- **Clinical purposes.** Agency staff may provide therapeutic and diagnostic services which are most effectively delivered in a one-on-one interview. It may be useful to have specially trained Agency staff and consultants view these interactions from another room.
- **Investigative purposes.** Agency staff investigating criminal activities may need to talk to witnesses or informants. These clients may be more comfortable disclosing information to one or two persons. Other persons involved in the case may observe from an adjacent room.
- **Training purposes.** Staff training is a key function in many Agencies. In offices where staff provide clinical services, training may include observing ongoing staff-client interactions. Trainers can describe these interactions and clinical techniques as they are observed.

In the above instances, the use of one-way glass may be appropriate and should be indicated in the Facility Plan.

Security Risk Clients
For information on space planning implications of dealing with individuals who pose security risks or must be detained against their will, see "Detainee Holding Area" in the section on Courts.

High Volume of Client Visits
Agencies with a high volume of walk-in client traffic may need two entrances: one for the public and one for staff. To minimize disruption to other offices in a multi-tenant building and to ensure easy accessibility for all public traffic, first floor locations are often preferred.

The public traffic must be directed to designated services in a clear and efficient manner. Waiting may occur in queues or in seated waiting areas. For durability and ease of maintenance, vinyl composition tile (VCT) is recommended rather than carpet. Other durable finishes should also be considered.

NOISE

A typical office is filled with sounds of ringing telephones, noisy conversations, and humming equipment and word processors. Cost effective techniques for reducing this noise level to a moderate hum of activity which is not intrusive or disruptive include:

- enclose noisy machinery in rooms rather than open office areas;
- locate rooms where noise is generated, either by machinery or groups of people, away from quiet work areas where staff need to concentrate on tasks;
- maximize the use of open office areas where sound dissipates and avoid full-height partitions which trap noise;
- use acoustically absorptive materials on walls and ceilings; and
- minimize sound reflective surfaces.

DCAMM Standard
DCAMM standard buildout uses carpeting and acoustical ceiling tiles which absorb noise and minimize its disruptive effects. Requirements for confidentiality or exceptional noise generation capacity may require special acoustic treatment for sound insulation in some hearings or interview rooms, large meeting rooms, and children's play areas. To limit background noise, HVAC noise levels must not exceed a Room Criterion (RC) of 35.

LARGE ROOMS

Setting aside large rooms (over 500 square feet) for meetings is usually not cost effective in office space. When large meetings are held only five or six times a year, meeting space for these occasions can be reserved in a state-owned building, or can be acquired through a short-term rental. When space is most often required for smaller meetings but there is a need for a larger space once or twice a month, it may be cost-effective to use operable partitions to subdivide a larger meeting room into smaller conference rooms.

When rooms larger than 500 square feet are necessary, they raise special planning concerns, creating code issues and requiring changes in building condition requirements. Meeting rooms which accommodate 50 people or more are defined by the Building Code as assembly space and must meet the additional requirement of having two separate means of egress. Large meeting rooms should avoid freestanding columns or other structural elements which block views or otherwise interfere with the use of the room, and this may require column spacing greater than the preferred 25 to 35 foot standard in the RFP. In large rooms, it may also be necessary or desirable to have ceilings higher than the 8 to 11 foot standard. In calculating square footage requirements, DCAMM does not add in the circulation factor for rooms larger than 2,000 square feet.

LARGE/HEAVY EQUIPMENT

Office equipment ranges from typewriters and personal computers to large copiers and printing machines. The use of large equipment, which also tends to be heavy, may trigger special building conditions. Agencies should develop an inventory of all equipment which includes key information on wattage, cabling requirements, weight, and dimensions. This information can be found either on the manufacturers identification plate on each piece of equipment or in the instruction/installation Manual.

Agencies with large office equipment must identify any special requirements of the space where it will be located and must anticipate problems in moving it in. The space where the equipment will be used may have special requirements regarding ceiling height, HVAC, and electrical supply. Entrances into the building and the Agency space itself must be large enough to accommodate the equipment; corridors must be wide enough to allow passage of the equipment, and elevators (where needed) must be large enough to carry it. Special needs relating to large office equipment must be noted in the Facility Plan so that they can be included in the RFP.
The structure of the building must be able to accommodate the heavy loads associated with large equipment. See DCAMM Building Conditions for a discussion of minimum distributed live loads for standard offices. The following chart provides general planning information for special live load requirements.

Occupancy or Use	**Live Load**
Assembly halls	100 psf (pounds per square foot)
File rooms	
Card	125 psf
Letter	80 psf
Libraries	
Reading rooms	60 psf
Stack rooms	150 psf
Business machine equipment	100 psf (or manufacturers' recommendations)
Computer rooms	Check actual computer equipment
Storage warehouses	
Light	125 psf
Heavy	250 psf

Some large/heavy equipment may require special electrical capacity which exceeds normal office standards. Agencies must identify the equipment and special electrical service needs in the Facility Plan. Large computer rooms may also require additional cooling capacity to offset the heat generated by the equipment and special raised flooring to provide easy access to extensive electrical wiring.

SYSTEMS FURNITURE AND ARCHITECTURAL WOODWORK

Agencies should be as concerned about the efficiency and quality of their furnishings as they are with the efficiency and quality of the leased facility. Agencies are encouraged to allocate an appropriate budget to meet their needs for both space and furniture.

Agencies purchase furniture through the State Department of Procurement and General Services. Furnishings are not part of the lease agreement.

Agencies are strongly encouraged to make maximum use of portable and modular furniture systems which can reduce the required space and eventually move with the office. Modular systems furniture,

when used in conjunction with the alternate workstation standards on pages 4-8 and 4-9, maximizes the efficient use of usable space. This results from the use of more vertical space without the need for floor to ceiling partitions. Systems furniture also allows Agencies to respond more easily to organizational changes of size, structure and function. Systems furniture allows Agencies to respond to change at lower cost by reducing expenses related to partition relocation, HVAC modification, lighting relocation, construction and moving time. Modular systems furniture workstations require less area than conventional furnished workstations doe to maximization of vertical space use and the efficiency of built-in components.

Agencies should limit requests for custom architectural woodwork to situations when existing furniture selection does not meet specific functional requirements. If a request for custom woodwork is approved, the Agency must provide detailed specifications and, where possible, schematic drawings for architectural woodwork which will be included as part of the RFP. Where feasible, custom furnishings should be constructed as portable units which can be relocated at the end of the lease.

The selection and specification of furniture involves identifying functional needs, assessing available standard products, and establishing cost and delivery schedules. Criteria for selection of furniture components include:

- **Modularity**: is the furniture based on a typical 5-foot module which can be accommodated within a typical building structure?
- **Adaptability**: how easily can a particular configuration of furniture be changed, dismantled, and relocated?
- **Breadth of product line:** will the product line be able to accommodate a range of needs?
- **Coordination:** does the new furniture complement existing furniture?
- **Manufacturer's capacity:** can delivery and installation dates be met? Will the product line be available in future years?
- **Costs:** is the cost of the system competitive with other similar products?

WAREHOUSE STORAGE

A few Agencies may need to lease warehouse storage facilities for inactive files, unused furniture and equipment, or supplies which are accessed infrequently. It is more cost efficient to store these items in inexpensive storage facilities rather than in general office space. Some storage leases include a small office component to oversee the shipping, receiving, and storage of Agency items.

The selection of a suitable building for warehouse storage is more important than the buildout, which is typically minimal. Consider the following criteria when searching for an appropriate building:

- frequency with which stored goods are shipped and received
- distance from other facilities needing access to the storage facility
- level of security required
- amount and type of office space needed for staff support
- volume of space, rather than area, available for storage

Storage facilities typically require the following building conditions: live floor loads between 125 to 250 pounds per square foot (per square foot); ceiling heights of at least 14 feet; existence of a loading dock; freight elevator(s) in multi-story facility; large open floor areas; and concrete or woodblock floors with unfinished ceilings.

The facility must be able to sustain a considerable amount of floor loading from storage of items and operation of heavy machinery. Record storage is approximately 50 pounds per cubic foot. Engineering standards call for a weight-bearing capacity of 150-175 pounds per square foot for floors containing book stacks and up to 300 pounds per square foot for compact shelving. The Agency should review its storage needs and specify minimum floor loading requirements.

DCAMM standards for storage space assume that the protection and preservation of the stored items is critical. The storage space must have an adequate sprinkler system and the roof should be tight with no evidence of leakage. Avoid windows to allow better security and temperature control. Perimeter security often includes positive protection (steel bars) at any windows, secure metal doors/frames with deadbolt locks, lock guards and alarms, and exterior lights.

The storage facility should have a functioning heating system capable of maintaining a temperature of $55^{o}F \pm 5^{o}F$ in storage areas; occupied staff areas should follow all requirements for Offices. Levels of humidity should also be controllable, particularly where stored items would be affected by high humidity. Use a minimum lighting level of 10 foot-candles throughout the storage area. If electric truck batteries are to be recharged, this should be noted in the Facility Plan so that adequate electric service can be specified in the RFP. The need for movement systems, both vertical and horizontal, must also be identified.

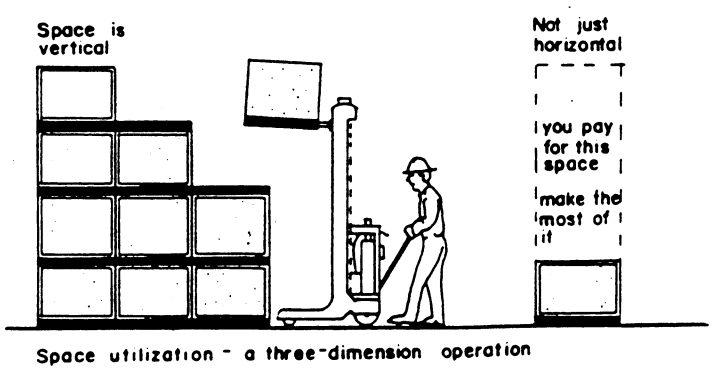


Figure 22: Warehouse Storage

B. HOW TO PREPARE THE SCHEMATIC SPACE PLAN

This section describes the process for laying out the Agency's space program in the selected (leased) facility. The Agency is responsible for preparing the schematic space plan, which the landlord's design representative then translates into construction documents. DCAMM has prepared this Manual to assist Agencies in developing their own schematic. Agencies needing standard office space may be able to use in-house staff to lay out a space and furniture plan. Agencies may contract with an architect or space planner to develop the plan.

When preparing a Schematic Space Plan, DCAMM emphasizes the following key design principles:

- Lay out each workstation and the support rooms as close as possible to the square footage allocation listed in the Space and Finish Schedule. DCAMM space standards are based on furniture and functional requirements which support worker efficiency. The 20 percent circulation factor for the entire office should provide adequate circulation area for most offices.

- Maximize the amount of low-height partition or open area in the office and minimize the use of full-height partitions. Large open areas permit flexibility, aid office communications, provide better light and ventilation, make possible better flow of work, and may simplify supervision.

- Use the four functional zones as organizational tools: Personnel, Support, Meetings, and Entry. In small offices, the four zones can be discrete; in larger offices, zones such as Support areas and Meeting areas may be dispersed among work groups. Provide efficient circulation among all areas in the office. Primary and secondary circulation should be as short and as direct as possible.

- Satisfy as many of the identified adjacency requirements as possible to enhance the flow of work and overall worker productivity.

The Schematic Space Plan design process is an iterative process of designing, evaluating, redesigning, evaluating, and refining. While this Manual presents the process as a series of linear steps, in fact each space planner will recycle through the steps several times before arriving at the final furniture layout which best meets the Agency's programmatic requirements. The five steps in the Schematic Space Plan design process, which are described on the following pages, are:

1. Review the Agency's space requirements
2. Identify important characteristics of the leased space
3. Establish adjacency requirements
4. Generate zone diagram alternatives
5. Prepare the Schematic Space Plan

REVIEW THE AGENCY'S SPACE REQUIREMENTS

Several months may pass between the Agency's development of the Facility Plan and the signing of a lease agreement with a landlord. During lease finalization, the facility plan information

should be reviewed thoroughly. If the Agency cannot prepare the Schematic Space Plan in-house, consult DCAMM for assistance.

a. Review the approved Facility Plan and DCAMM's Space and Finish Schedule (SAFS) included in the RFP. The landlord's proposal is based on the SAFS, and this is what he/she is contractually obligated to provide during design and construction.

b. Review any Special Planning Issues that were identified in the RFP. Some of these issues have implications for space layout. For example, if the Agency wishes to control public access to parts of the facility for security reasons, the Schematic Space Plan must reflect the need to limit clients' access to certain staff areas.

c. Translate the list of square foot requirements into blocks of space that can be moved around during the Schematic Space Plan design process to test adjacency requirements. Review the assignments of personnel and support functions, and calculate the total square footage requirement, for each work group or zone. These work group assignments become the pieces of the puzzle that are moved around to find the best fit.
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If the Agency has undergone any unexpected changes since the issuance of the RFP, it may be necessary to update the Space Allocation and Finish Schedule. Such changes might include changes in office structure, changes in staffing pattern, new equipment, etc. The Agency should evaluate the impact of any changes on office layout.

It may be necessary to get more detailed information during this step. Refer to the DCAMM Space Allocation Standards in Section 2 for a listing of key programming issues. Dimensions of special equipment or furniture may also be useful now so that these items can be drawn to scale on the furniture plan.

IDENTIFY IMPORTANT CHARACTERISTICS OF THE LEASED SPACE

The characteristics of the leased area, such as door locations, column spacing, and window spacing, define opportunities and constraints for space planning. Identify these early in the process so they can be accommodated along with the programmatic requirements. The landlord should provide a scaled drawing (1/8 or 1/4 scale) of the Net Usable Area. Drawings showing electrical and mechanical service are useful but not essential unless there are special buildout requirements. Review the following space characteristics:

a. Door locations

Mark the public entrance and any egress points in the space. By code there should always be two means of egress. If door locations have not yet been identified, mark possible locations. An entrance in the center of the space will generally make layout easier. Identify the public area near the entrance door where the Entry and Meeting zones will be located. Review the entrance and exit paths in relation to the building core, or common areas: lobby, elevators, restrooms, and drinking fountains.

b. Column and window spacing

The structure of the building, including column and window spacing, influences layout efficiency. Lay out walls along column lines to avoid conflicts with circulation and furnishings. In general, no column-free space should have a length to width ratio exceeding 2:1; this will determine the largest single room practical. Natural light has a major impact on

the quality of the work environment. As a general rule, the greater the perimeter area with windows, the easier it will be to provide all workstations with views of daylight and the outdoors. Review the location and spacing of windows. Partitions should not butt into windows except at major mullions or below sill height.

In this office example, there are several work groups which each include five (5) caseworkers and a common workstation in an area defined by low partitions, with an adjacent private office for the supervisor

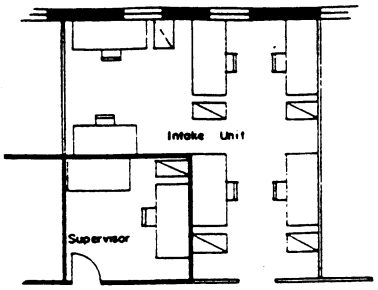

Figure 23: Work Group Layout

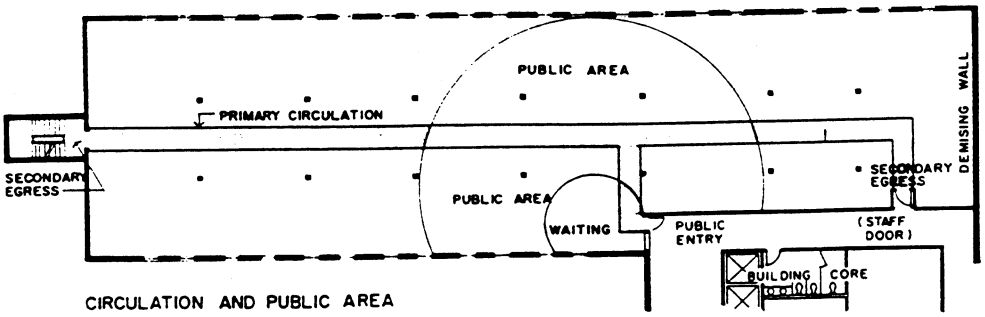

Figure 24: Door Locations

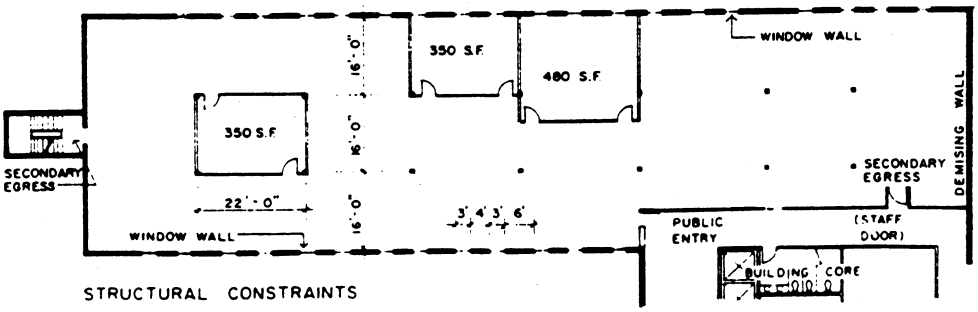

Figure 25: Column and Window Spacing

Figure 25: Column and Window Spacing

c. Utility locations

The landlord is responsible for the provision of utilities such as HVAC chases or electrical and telephone riser locations. These items affect the furniture layout in standard offices. If DCAMM and the Agency have identified a functional need for plumbing within the leased office area, such as a restroom or "wet" kitchen, the plumbed facility should be located as close as possible to the building's plumbing stacks.

d. Composite analysis

It may be useful at this point to see how the above characteristics, when looked at together, define the constraints and opportunities for efficient space layout. Draw a rough diagram of the space, indicating the following features:

- meeting and entry zones
- areas along windows (for personnel workstations)
- interior zones (for support functions)
- primary circulation paths

Several different drawings may be made to identify alternatives. Keep in mind the objectives of centralizing entry and meeting zones and minimizing primary circulation.

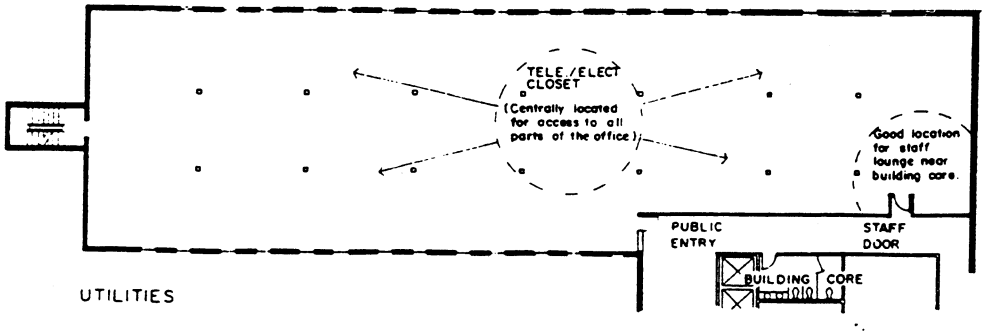

Figure 26: Utility Locations

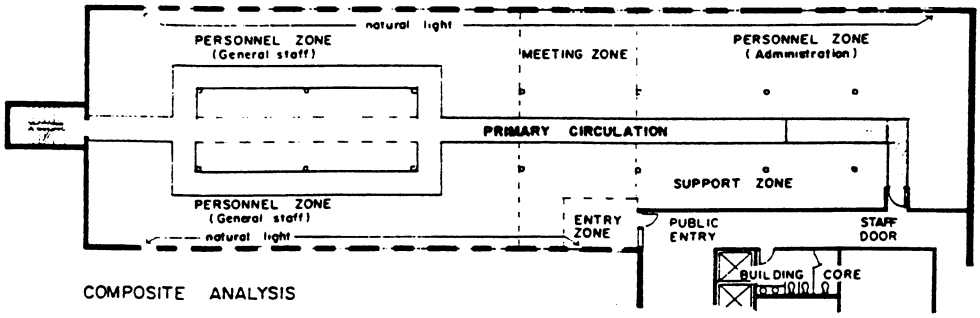

Figure 27: Composite Analysis

ESTABLISH ADJACENCY REQUIREMENTS

Communication is at the core of all office activities. It can take the form of meetings with staff and clients, or the processing of papers and forms. How do office staff work with each other and how do they use support functions? Good adjacency relationships contribute to productivity and employee morale. Consider the following adjacency principles when diagramming important relationships.

PERSONNEL AREAS

- To encourage operational efficiency, locate supervisors so they have oversight of the activities and/or individuals they are responsible for.
- To encourage informal communication, locate work groups performing related tasks near each other.
- To minimize visitor traffic throughout the office, locate individuals or work groups which have frequent visitors near the main entrance.
- Maximize the number of personnel workstations with access to natural light.

SUPPORT AREAS

- Centralize office support functions where possible, so that they are easily accessible to staff who use them. Users may be throughout the office, a few work groups, or a single work group.
- Locate support functions which generate activity and noise, such as copy/mail areas, away from areas which are quiet and more private, but along a major path so they are convenient and easy to reach from many areas.
- Locate office clerical staff near supplies and storage so they have convenient access to, and can monitor the use of, supplies and files.

MEETING AREAS

- To limit public and visitor access to office work areas and to contain noise generated by coming and going activities, cluster meeting areas near the entrance.
- Locate conference rooms so they are convenient to those work units that use them the most.
- The use of interior locations eliminates the distraction of windows and increases the availability of wall display area.

ENTRY AREAS

- Design entry areas to allow for effective control and orientation of visitor traffic. The reception/waiting areas should be directly adjacent to public entry points. Locate the reception desk so that the receptionist has a clear view of entering visitors and is readily accessible to them to provide
- information and directions.
- The public entry and waiting area should be convenient to common building facilities, such as public restrooms, drinking fountains, and pay phones, which visitors may need access to during their visit.
- Locate other clerical staff near the entry zone so that they can easily provide back-up assistance.

Using these general principles, first define the specific adjacency requirements of the Agency by completing an adjacency matrix, and then diagram critical relationships.

a. Adjacency matrix

The adjacency matrix is a planning tool which allows for the systematic evaluation of relationships between areas and rooms in the office. Using a matrix, fill in the personnel work groups and the support, meeting, and entry functions. Then indicate the appropriate adjacency relationship in each box formed by the intersection of two spaces. For example, it is required (or critical) that the receptionist be adjacent to the waiting area while it is important, but not critical, that the intake caseworkers be near the waiting area. Blank boxes can be left where adjacency is not an important issue.

b. Critical adjacencies

Review the matrix for critical relationships and create a bubble diagram to illustrate these relationships spatially.

c. Bubble diagrams

Expand the critical relationship bubble diagram by indicating the four functional zones, important adjacencies, and security level required between public/client areas and private/staff areas.

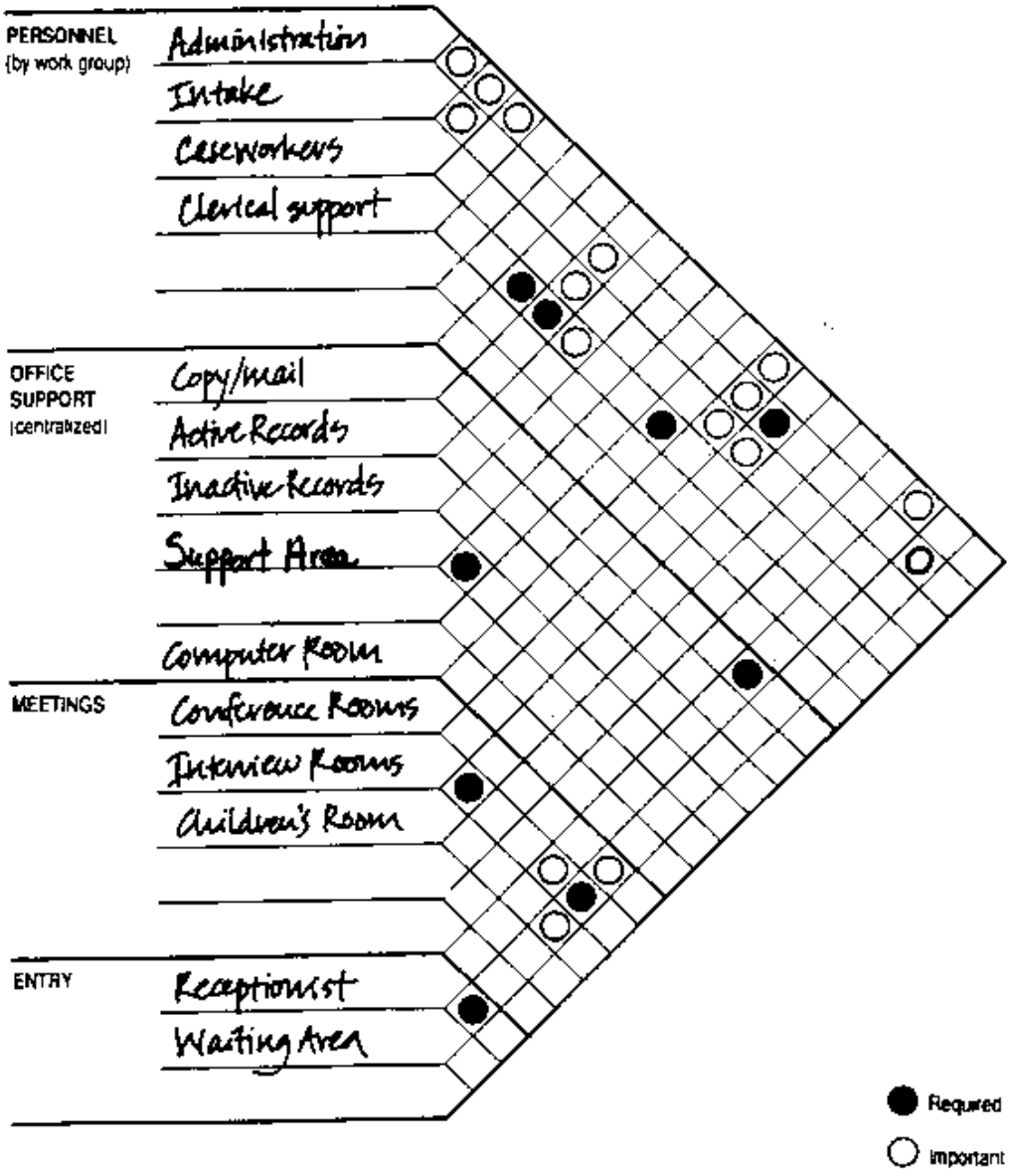

Figure 28: Adjacency Matrix

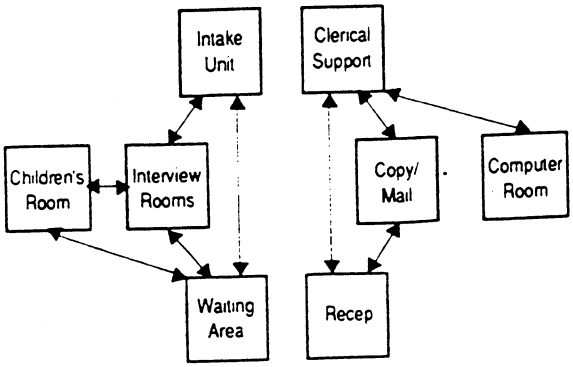

Figure 29: Critical Adjacencies

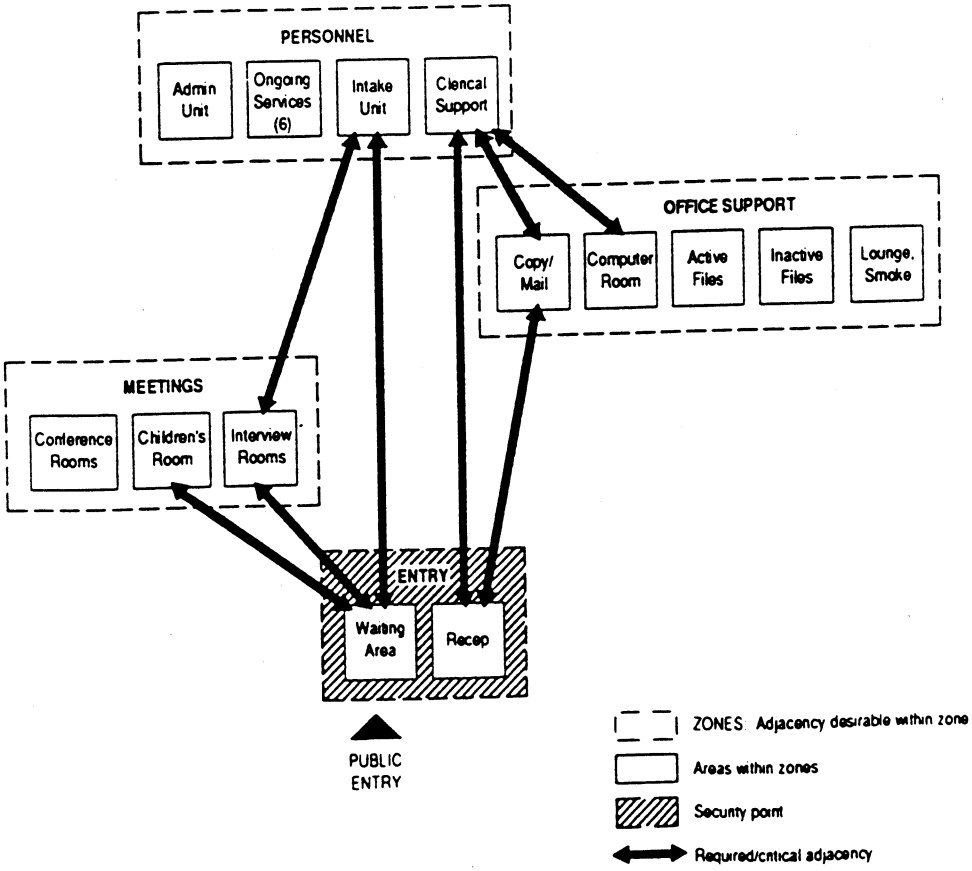

Figure 30: Bubble Diagrams

GENERATE ZONE DIAGRAM ALTERNATIVES

In this step, begin testing the 'fit' between the actual to-scale program and the physical qualities of the leased area. A few selected rooms or functions are tested first, alternatives for different zone diagrams are developed, and a final zone diagram is selected for further development.

a. Circulation alternatives

Using large blocks of space, generate 2-3 different alternatives showing the major circulation paths. The emphasis should be on developing concepts and getting the major pieces to work properly. Don't worry about all the details at this stage. Develop different conceptual approaches, such as central vs. dispersed organization and main street vs. loop circulation.

In this floor plate, the "main street" alternative has the simplest and most efficient circulation path. Large meeting spaces, which don't need access to natural light, would probably be placed along windows. Small private offices in this scheme would be in interior locations to avoid blocking light for open areas.

The "loop" alternative, with a slightly less efficient circulation system, locates all personnel areas along windows and reserves the inner core for meetings and office support functions. However, the narrow band of work area along the window wall limits the number of personnel workstations that have access to natural light.

b. Component fit

Test key components of the program. Test furniture arrangements and room sizes as they relate to columns and window spacing. Look for the most likely corridor locations. Test a variety of configurations for the different work groups, since these occupy the major portion of the total office area. What arrangement best fits the building module? Test the configuration and location of the largest spaces. Keep these 'modules' in mind as different alternatives are developed.

c. Select zone diagram

Evaluate the different alternatives for the following:

- Are the critical adjacencies satisfied?
- Does the maximum number of personnel have access to natural light and windows?
- Is the circulation efficient and simple to understand?
- Can public traffic be limited to only a small area within the office?

In this office example, the "main street" provides the most direct and efficient circulation route. The meeting areas can easily be clustered near the entry to keep public traffic away from staff work areas. The personnel zone can be split between the caseworker work groups and the administrative work group. Support areas can be located along interior walls.

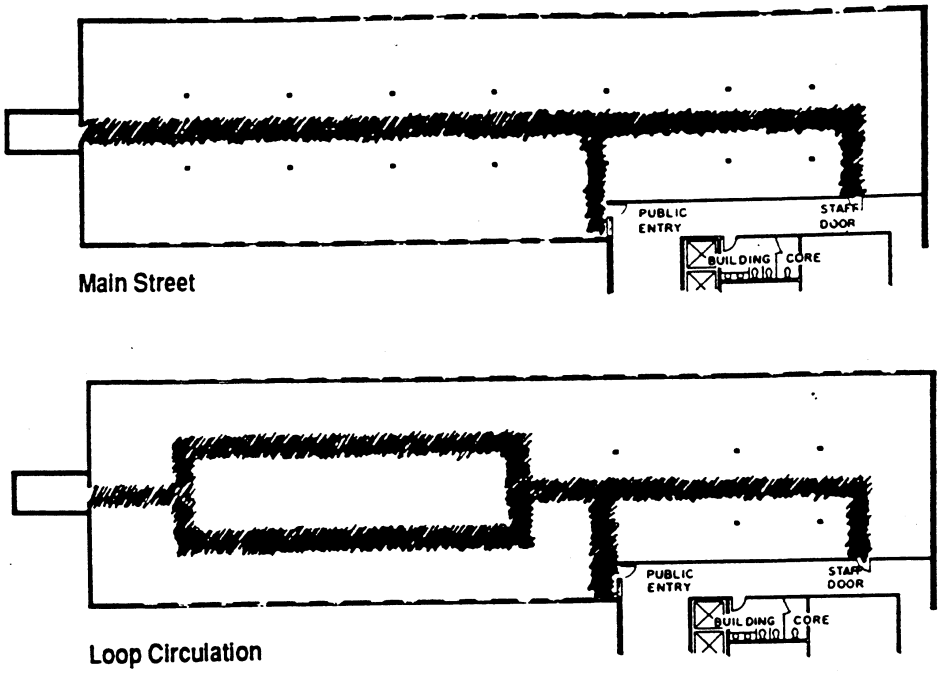

Figure 31: Circulation Alternatives

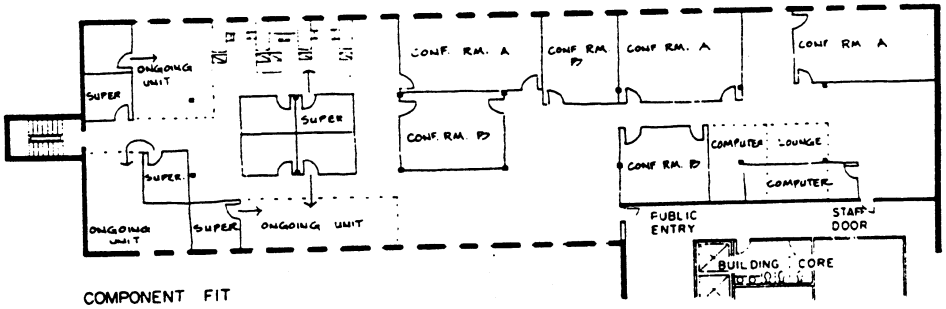

Figure 32: Component Fit

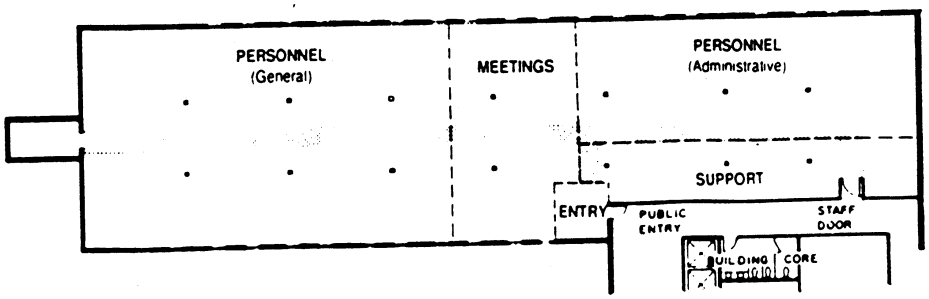

Figure 33: Final Zone Diagram

PREPARE THE SCHEMATIC SPACE PLAN

This final step transforms the zone diagram into a schematic space plan. All the tools and information that have been developed in the previous steps are used to assemble the pieces into a coherent plan. This step can be time consuming, since it involves several rounds of revisions. It may be useful to involve other staff members who can help evaluate different plans and establish priorities. Space planning is a complicated process constrained by building characteristics and program needs, and it is rare when all requirements can be met to everyone's satisfaction.

a. Code issues

Although the landlord is responsible for all code compliance, some code information is necessary for space planning purposes.

- Calculate the occupancy load for the facility. For code purposes, the calculated occupancy load for offices is one person per 100 sf. This means that an office of 56 persons in 6,000 sf has a calculated occupancy load of 60 persons and an actual occupancy load of 56 persons. The calculation yielding the highest density (60) is used for code purposes.

- Two egresses are required for any room with an occupancy load (actual or calculated) of over 50 people, or with a travel distance to an exitway of over 75 feet. Check the entire exitway from the room to a place of refuge for building conformance. The length of egress travel cannot exceed 200 feet without sprinklers, or 250 feet with sprinklers.

- The minimum corridor width for an occupancy load of less than 50 is 36 inches; for an occupancy load of 50 or more, it is 44 inches.

- Dead end hallways can be a maximum of 20 feet long.

b. Design sketch alternatives

Make paper templates by drawing all work groups and spaces or clusters of spaces to scale. Color code the blocks and cut them out. Then place them on top of the base drawing and start arranging them. They won't always fit neatly at first. Keep moving these templates around until a layout is developed that closely reflects the Agency's program requirements and the physical limitations of the space.

Generate several complete sketch layouts to get a good understanding of what the trade-off issues are. Review these sketch alternatives with other staff members to establish priorities. Remember to use rooms with full-height partitions to help provide definition for open work areas. Use large open areas rather than several small areas, whenever possible, since these can more easily accommodate an expansion or contraction in work area.

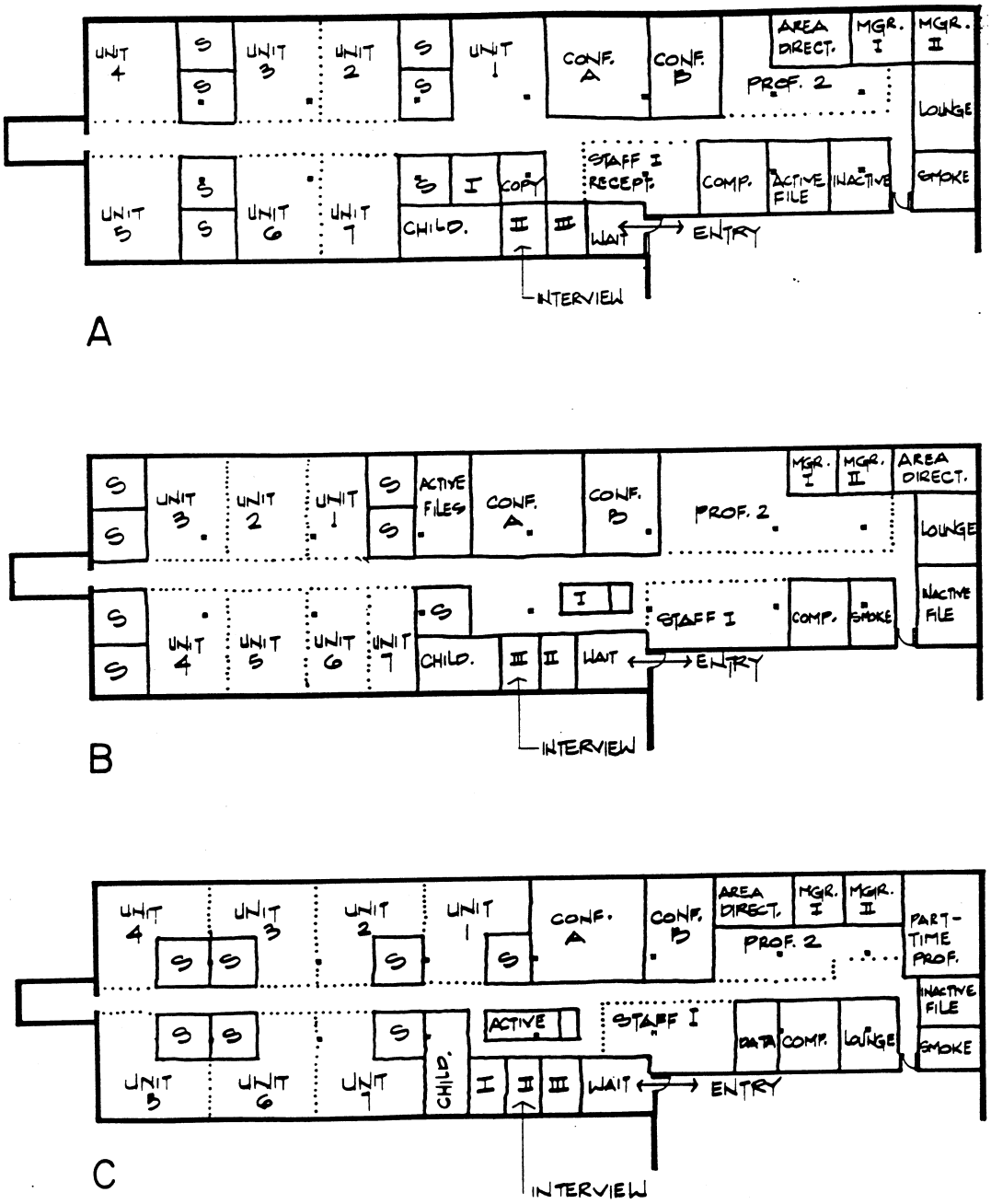

Figure 34: Design Sketch Alternatives

c. Redesign, re-evaluate, and refine

Once a preliminary schematic has been developed, test it to make sure it meets the specific requirements of the program. Some refinements are always necessary. Use the following checklist to evaluate the Schematic Space Plan.

- Is there a good fit between the program and the physical space? Is circulation generally **planned** kept to the % factor? Have awkward leftover spaces been eliminated? **Need to add a "not to exceed factor? 25% - 35%**
- Has building structure been incorporated into partitions or otherwise accommodated?
- Is the amount of full-height partitioning kept to a minimum?
- Is the layout visually pleasing? This depends on simple geometries of open vs. enclosed areas, spatial variety, and visibility of windows from circulation paths.
- Do as many personnel as possible have access to windows and natural light?
- Is the circulation straightforward and clear? Can it be simply diagrammed? If the circulation is straightforward in plan, people will find their way easily.
- Have critical adjacency relationships been satisfied?
- Do the egress routes and exits conform to code?
- Have security concerns been addressed with this plan?
- Does the plan allow for growth and change?
- Has some internal flexibility been built in by using large open areas?

d. Final plan

Draw the final plan to scale on a reproducible base drawing provided by the landlord. Indicate full-height vs. partial height partitions. Show actual furniture at each workstation and support area/room. The landlord will use this plan to prepare the construction documents for tenant improvements.

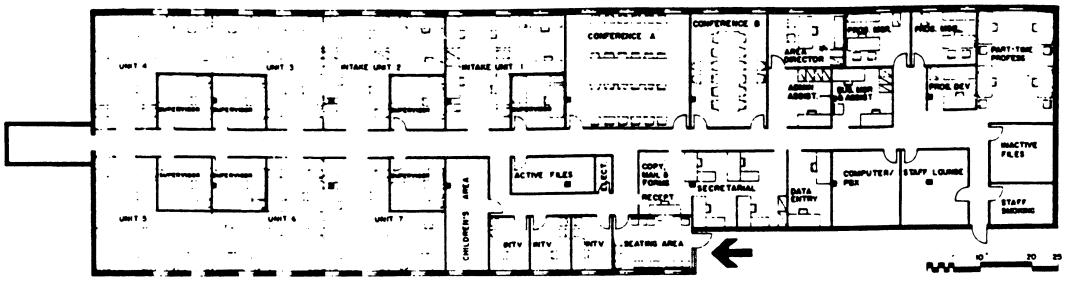

Figure 35: Final Plan

C. STANDARD FORMS FOR ACQUISITION OF LEASED SPACE

LEASING AND STATE OFFICE PLANNING

FORMS AND INSTRUCTIONS

FOR PROCUREMENT OF LEASED SPACE

Prepared and Issued by:
Office of Leasing and State Office Planning
Division of Capital Asset Management and Maintenance

For DCAMM use: Project #:

Instructions for the Facility Plan Form 1

Introduction

The Facility Plan Form 1, which includes the associated Worksheets, provides a tool for the User Agency and DCAMM to collect information needed to acquire leased space, or amend an existing lease. The information in these forms enables DCAMM to understand the User Agency's plans and prepare a Request for Proposals (RFP), lease amendment or tenancy agreement, or to take other appropriate action. To initiate preparation of these forms, the User Agency and DCAMM will complete a site visit to the User Agency's existing facility or, if there is no existing facility, the User Agency will discuss the need with DCAMM. The User Agency will then complete the Facility Plan and submit it to DCAMM.

For a New Lease: Each Facility Plan includes the Form 1 completed and signed by the appropriate authorized signatory for the User Agency and Worksheets 1A-1D.

For a Lease Amendment: Each Facility Plan includes the Form 1 completed and signed by the appropriate authorized signatory for the User Agency and Worksheets 1A-1D. For a lease amendment that extends the term of the lease for up to 2 years, where the User Agency does not seek to alter the premises, completion of the Form 1 is generally sufficient.

For a Tenancy Agreement: Each Facility Plan includes the Form 1 completed and signed by the appropriate authorized signatory for the User Agency and Worksheets 1A-1D. For a tenancy agreement for up to one year for existing premises, where the User Agency does not seek to alter the premises, completion of the Form 1 is generally sufficient.

Instructions

At the top of the form, check the appropriate box to identify whether this Facility Plan is for a new lease, lease amendment, or tenancy. For each page to be submitted, fill in the three lines of requested information: USER AGENCY NAME, ESTIMATED SF, NAME OF OFFICE/FACILITY, LOCATION OR SEARCH AREA. Use the TOTAL USABLE AREA calculation from Worksheet 1D for the ESTIMATED SF.

1. SUMMARY OF LEASE

Check the appropriate agreement type and enter the date on which the agreement is scheduled to begin, the length of the desired term, and the scheduled end date. Check the appropriate box to indicate whether this Plan achieves a co-location or consolidation of offices.

Proposed Agreement: Check the applicable listed category or check "other" and identify the type of proposed agreement.

Type of Space: Check the primary use of the requested space. See definitions below or check "other" and identify the type of space.

Explain reasons for proposed action.

2. TERMS OF CURRENT AND PROPOSED AGREEMENT

Current Address: Enter the current address of the office or facility for which space is needed.

Expiration Date of Agreement: Enter the date on which any current agreement will expire.

Number of Years in this Location: Identify the number of years that the office or facility has been continuously located at this address.

Comments on Current Premises, Building, and Landlord's Services: Attach a separate sheet to provide all appropriate information relating to the User Agency's satisfaction or dissatisfaction with the current premises, building, and services.

Accessibility of Premises and Building under MAAB and ADA: For existing premises, check the appropriate box to identify whether the premises and building are accessible, in accordance with the Massachusetts Architectural Access Board Regulations (MAAB) and the Americans with Disabilities Act (ADA). Attach a separate sheet to provide all appropriate information relating to this matter.

Enter the following information about the terms of the current and proposed agreement.

Number of FTE Staff: Number of full-time equivalent staff assigned to / projected for the office or facility.
SF: The usable SF occupied / projected under the agreement. For projected SF, use the TOTAL USABLE AREA from Worksheet 1D.
SF / FTE: Calculate this figure by dividing SF by FTE staff.
Rental Rate: Enter the rate per SF (annual rent divided by the SF). For the proposed agreement, you may wish to discuss the projected annual rent and rental rate with your DCAMM project manager.
Annual Rent: The rent due for the last year of the current agreement and the projected rent for the proposed agreement (the SF multiplied by the Rental Rate).
Other Occupancy Costs: If other occupancy costs are paid or are projected to be paid separately or in addition to the Annual Rent, check the appropriate category and enter the actual amount paid over the last twelve months or the projected amount for twelve months; check "other" for any cost not listed on the form and identify the category of cost.
Total Occupancy Costs / Year: Add the Annual Rent and all Other Occupancy Costs.
Total Occupancy Cost / SF: Divide the Total Occupancy Costs by SF.

3. COST / BUDGET PROJECTIONS

Funding for the Agreement: Enter the amount budgeted / requested for the agreement, identify whether funding is from a state appropriation or other source, and whether funding is included in the budget for the current fiscal year and/or the next fiscal year.

4. APPROVAL

The form should be signed and dated by an authorized User Agency signatory. Below the signature, enter the person's name and title. For Agency Contact, enter the name and telephone number of the person who prepared the form and who may be contacted to discuss the project.

Instructions for Worksheets 1A, 1B, and 1C are in the forms. Worksheet 1D and instructions are in a separate Excel format document.

DEFINITIONS: TYPE OF SPACE Types of Space commonly cited include the following. Identify other categories, if necessary.

Administrative Office: Office that administers the operations and functions performed by the User Agency but does not directly provide services.

Client / Customer Service Office: Office providing direct services to clients or customers.

Field Office: Office responsible for inspections or other field operations.

Storage: Space used primarily or exclusively for storage of records, materials, supplies, or equipment.

Garage: Space used primarily for the storage, repair, and maintenance of motor vehicles or other movable heavy equipment. This does not include parking as defined below.

Parking: Improved land and parking structures used exclusively for parking motor vehicles.

Other: Examples of other types of space that may be leased include:

Courthouse: Space used for or directly in support of courtroom proceedings.
Education: Space used primarily for education or training.
Residential: Space used to provide living quarters for individuals, including dormitories, group homes and other residential facilities for individuals, secure residential facilities, and halfway houses.
Computer: Space used for computer equipment and operations requiring special build-out and systems, and for staff whose primary responsibility is operating and maintaining such equipment.
Laboratory: Space used for chemical, biological, or electronic testing or experimentation.
Warehouse: Space used for vertical and horizontal storage of items and materials that typically require special floor loading capacity of 250 pounds per SF live load and ceiling heights of at least 14 feet; the space may require access to a loading dock. Materials are typically stored on pallets or special racking systems.

FACILITY PLAN

1

For DCAMM use:

DCAMM Project #:_____

Facility Code:_____

DCAMM Project Manager:_____

☐ New Lease ☐ Lease Amendment ☐ Tenancy

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x800

USER AGENCY NAME: _____ **ESTIMATED SF:** _____

NAME OF OFFICE/FACILITY: _____

LOCATION OR SEARCH AREA: _____

1. SUMMARY OF LEASE

The User Agency named above proposes a ☐ new lease / ☐ lease amendment / ☐ tenancy agreement (check one) beginning _____ (date) for a period of _____ (number of months or years) and ending _____ (date).

Co-Location: ☐ Yes ☐ No Consolidation: ☐ Yes ☐ No

PROPOSED AGREEMENT:

☐ New Lease for New Office or Facility
☐ New Lease for Existing Facility
☐ Amendment to Extend Lease
☐ Amendment for Change in Requirements
☐ Tenancy Agreement
☐ Other: _____

TYPE OF SPACE:

☐ Administrative Office ☐ Other: _____
☐ Client/ Customer Service Office
☐ Field Office
☐ Storage
☐ Garage
☐ Parking

Explain reasons for proposed action (attach additional sheet if necessary): _____

2. TERMS OF CURRENT AND PROPOSED AGREEMENT

Current Address: _____
_____

Expiration Date of Agreement: _____
Number of Years in this Location: _____

Do the current premises, building and Landlord's Services meet the User Agency's needs? ☐ Yes ☐ No Attach a sheet of explanation.

For a lease amendment/tenancy: Are the program, premises, building and location accessible to the handicapped in accordance with the Massachusetts Architectural Access Board Regulations and the Americans with Disabilities Act? ☐ Yes ☐ No Attach a sheet of explanation.

CURRENT AGREEMENT:		PROPOSED AGREEMENT:	
Number of FTE Staff:	_____	Number of FTE Staff:	_____
SF:	_____	SF:	_____
SF/FTE	_____	**SF/FTE**	_____
Rental Rate ($/sf):	$ _____	Rental Rate ($/sf):	$ _____
Annual Rent:	$ _____	Annual Rent:	$ _____
Other Occupancy Costs:		Other Occupancy Costs:	
☐ Electricity	$ _____	☐ Electricity	$ _____
☐ HVAC	$ _____	☐ HVAC	$ _____
☐ Janitorial	$ _____	☐ Janitorial	$ _____
☐ Tax/Operating Escalators:	$ _____	☐ Tax/Operating Escalators:	$ _____
☐ Other: _____	$ _____	☐ Other: _____	$ _____
Total Occupancy Costs/Year	$ _____	Total Occupancy Costs/Year	$ _____
Total Occupancy Cost/SF	$ _____	**Total Occupancy Cost/SF**	**$** _____

3. COST/BUDGET PROJECTIONS

Funding in User Agency budget for this agreement: $ _____

State Appropriation ☐ Current FY ☐

Other Source ☐ Next FY ☐

4. APPROVAL

USER AGENCY

Authorized Signature:_____ Date: _____

Printed Name: _____

Title: _____

Agency Contact: _____

Telephone #: _____

DCAMM

Authorized Signature:_____

Title: _____ Date: _____

WORKSHEET: LOCATION

1A

For DCAMM use:

DCAMM Project #:_____
Facility Code:_____
DCAMM Project Manager:_____

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x800

USER AGENCY NAME: _____ **ESTIMATED SF**: _____

NAME OF OFFICE/FACILITY: _____

LOCATION OR SEARCH AREA: _____

1. MISSION, FUNCTIONS, AND ACTIVITIES

Identify and describe the mission of the office or facility, the functions and activities performed there, and the hours of operation.

_____

2. LOCATION

Catchment/Service Area: List the cities and towns included in the catchment or service area of the office, and identify the areas or towns of greatest concentration. _____

Requested Search Area: List the cities and towns that the User Agency recommends be included in the search area for the RFP, and explain how this list was developed. _____

Other Location Criteria: Describe the means of transportation used by staff, clients, customers, and other visitors to reach the office or facility. Identify any transit line, transit stop, or highway for which the office needs good access. Identify any other User Agency or facility for which the office needs good access and explain why. _____

3. PARKING

Identify the current and requested number of spaces for reserved, public, and accessible parking. Refer to the definitions below.

Current:	Reserved: _____	Public: _____	Accessible: _____
Requested:	Reserved: _____	Public: _____	Accessible: _____

Reserved Parking: Parking spaces rented by the Commonwealth and reserved for the User Agency, primarily for authorized state vehicles. If possible, parking spaces should be provided by the Landlord and the cost included in the rent. Reserved parking must accommodate overnight and weekend parking, and have unlimited entry and exit privileges.
Public Parking: Parking spaces readily available for use by User Agency staff, clients, and the general public at their own cost. This may include on-street parking and spaces in public parking lots or garages.
Accessible Parking for the Disabled: Parking spaces complying with all state and federal regulations, including those of the Massachusetts Architectural Access Board (MAAB) and Americans with Disabilities Act Access Guide for Title II (ADA).

WORKSHEET: PLANNING ISSUES

1B

For DCAMM use:

DCAMM Project #: _____
Facility Code: _____
DCAMM Project Manager: _____

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x800

USER AGENCY NAME: _____ **ESTIMATED SF:** _____

NAME OF OFFICE/FACILITY: _____

LOCATION OR SEARCH AREA: _____

Provide information on the identified topics to further describe the needs of the office or facility. Provide additional, relevant information on topics not identified below. This information is to supplement and support the information in the Worksheets.

Personnel: Identify work groups or units that work together or should be located next to each other.

_____

Support Areas: Describe needs related to active and inactive records storage, general storage, copy/mail areas, staff support area, and other special purpose areas, giving an estimate of usage or volume (i.e., number of files, volume of incoming and outgoing mail, type and frequency of deliveries, etc.). Identify any special requirements relating to storage of supplies.

_____

Furniture and Equipment: Describe the equipment in the office or facility and identify any special demands that will be placed on the building systems by equipment (copiers, computers, etc.).

Identify any heavy items or equipment to be accommodated in the office or facility (including large numbers of files or bookshelves concentrated in one area) that may require special floor load capacity, and identify the required floor load. Identify any special requirements relating to storage of equipment. Identify agency plans to purchase furniture and equipment associated with this office or facility.

_____

Meeting Areas: Describe the kinds of meetings, hearings, or trainings that are held regularly in the office, the number of people attending, the frequency of these activities, and the duration of typical sessions.

_____

Entry Areas: Identify planning issues relating to the entry and reception area, including the nature and volume of daily visitor traffic. (For example, how many clients and/or visitors come to the office in a day and how is their arrival distributed during the day? Do visitors sit, stand, or wait in line? Do visitors come into the premises for meetings or are their needs addressed at the entry area?)

_____

Building Conditions: Identify building conditions that are required or preferred. Identify issues relating to deliveries (loading dock, dedicated off-street delivery area, freight elevator, e.g.), building common areas, building systems (24-hour cooling, e.g.), floor load capacity, tenant compatibility, preferred location within the building, if any (group-floor premises for high-traffic client service, e.g.), and any other relevant matters.

_____

WORKSHEET: SPECIFICATIONS

1C

For DCAMM use:

DCAMM Project #: _____
Facility Code: _____
DCAMM Project Manager: _____

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x800

USER AGENCY NAME: _____	**ESTIMATED SF:** _____
NAME OF OFFICE/FACILITY: _____	
LOCATION OR SEARCH AREA: _____	

For a new lease, provide information about the Specifications section B of the RFP.

Do the specifications in the form RFP for Landlord's Services meet the User Agency's needs? Yes ☐ No ☐
Do the specifications in the form RFP for Landlord's Improvements meet the User Agency's needs? Yes ☐ No ☐

If relevant, for a lease amendment, provide information about requested amendments to the existing Lease and Exhibits.

Provide information about any requested revisions or additions to the specifications. Check all categories listed below and identify additional categories, as necessary. Explain requested revisions and submit technical exhibits that may be included in the RFP or Lease amendment.

LANDLORD'S SERVICES

- ☐ Hours of Operation
- ☐ Utilities
- ☐ Maintenance, Premises, Appurtenant Areas, and Building
- ☐ Building Security and Access
- ☐ Janitorial Services
- ☐ _____

LANDLORD'S IMPROVEMENTS

- ☐ Security System
- ☐ Client and Customer Activity
- ☐ Oversized or Heavy Equipment
- ☐ Storage of Records, Supplies, Books
- ☐ MDF and IDF
- ☐ _____

DESCRIBE NEEDS (Attach additional pages, if necessary):

_____

Instructions for the Worksheet: Staff Areas Form 1D page 1

When completed, this worksheet provides information to determine the required square footage (SF) for an office or facility. The worksheet is in two parts: Staff Areas and Other Office Areas. Please use the instructions that follow to complete both pages of the worksheet. For large offices or facilities, prepare separate worksheets for each workgroup or unit. To assist DCAMM in understanding this information, please attach an organization chart for the office or facility and a list of all current positions. For additional help, refer to the Leasing Manual or contact your DCAMM project manager.

Worksheet: Staff Areas

PERSONNEL CATEGORIES / AGENCY JOB TITLES
Use this column to identify your User Agency's job titles for all staff who will work in the office or facility, assigning them to the appropriate personnel categories listed. Refer to the description of the Personnel Categories below.

Personnel Categories
Agency Head: Secretary, Commissioner, or other Agency Head
Senior Manager: Administrator reporting to an Agency Head, head of a small agency, director of a large office within an agency
Manager: Deputy Director of a large office or Director of a small office, unit manager, business manager, or personnel manager
Senior Professional: Senior/supervisory professional staff
Professional: Engineers, planners, social workers, analysts, project coordinators, etc.
Support Staff: Administrative support staff, including administrative assistants, receptionists, paralegals, clerks, etc.
Work Area: Workstation for visiting staff, interns, etc.

SF ALLOCATION
This column identifies the DCAMM standards for allocation of space by personnel category.

NUMBER OF STAFF
In this column, enter the number of full-time equivalent (FTE) staff who hold each agency job title.

TOTAL SF
In this column, enter the total square feet associated with each agency job title by multiplying the SF Allocation by the Number of Staff.
If you are completing this form on computer, imbedded formulas will calculate the Total SF.

ROOM / AREA
Using the Room/Area Codes listed below, enter the appropriate codes for each agency job title. Using the equipment codes on page 2 as appropriate, identify any furniture or equipment planned to be located within the office or workarea.

If a staff person is to sit in a room or area listed in Other Office Areas on page 2 of the worksheet, enter a code of "G" and identify the office area where this person will sit (e.g., a receptionist in the entry area or technical staff in the Main Distribution Frame [MDF] room).

TOTAL STAFF; USABLE AREA, STAFF
At the bottom of the page, enter the total number of staff (Total Staff) and total SF (Usable Area, Staff). If you are completing this form on computer, imbedded formulas will calculate the subtotals.

Next: Click on "Form 1D Pg 2" tab for WORKSHEET: OTHER OFFICE AREAS.

ROOM / AREA: ADDITIONAL INFORMATION

F = Office or room with full-height partitions
L = Low-partitioned area or cubicle
P = Panel supplied and installed by Agency
O = Open area without partitions
G = Shared office or room with other support functions
S = Shared office
CPT = Carpet
RSF = Resilient sheet flooring
VP = Door with vision panel
Lock = Door with lock
SL = Door with sidelight

WORKSHEET: STAFF AREAS

1D

For DCAMM use:
DCAMM Project #:
Facility Code:
DCAMM Project Manager:

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x 800

USER AGENCY NAME: **ESTIMATED SF:**

NAME OF OFFICE/FACILITY:

LOCATION OF SEARCH AREA:

PERSONNEL CATEGORIES / AGENCY JOB TITLES	SF ALLOCATION	# STAFF	TOTAL SF	ROOM / AREA
AGENCY HEAD	220		0	
			0	
SENIOR MANAGER	150		0	
	150		0	
	150		0	
	150		0	
MANAGER	100		0	
	100		0	
	100		0	
	100		0	
	100		0	
	100		0	
SENIOR PROFESSIONAL			0	
Systems Furniture	63		0	
	63		0	
	63		0	
	63		0	
Conventional Furniture	77		0	
	77		0	
	77		0	
	77		0	
PROFESSIONAL			0	
Systems Furniture	42		0	
	42		0	
	42		0	
	42		0	
Conventional Furniture	56		0	
	56		0	
	56		0	
	56		0	
	56		0	
SUPPORT STAFF			0	
Systems Furniture	42		0	
	42		0	
Conventional Furniture	56		0	
	56		0	
WORK AREA			0	
Systems Furniture	36		0	
Conventional Furniture	46		0	
TOTAL STAFF		**0.00**		
USABLE AREA, STAFF			**0**	

Instructions for the Worksheet: Other Office Areas Form 1D page 2

ROOM OR AREA
DCAMM has listed the most common Support Areas, Equipment in Open Areas, Meeting Areas, and Entry Areas. If a room or area not listed on the form is required, add it under the appropriate heading.

DESCRIPTION
Identify any equipment that is to be located within the room or area and add any other description that will assist DCAMM in understanding how the space will function. Use equipment codes listed under "OTHER OFFICE AREAS: EQUIPMENT." Note: do not include equipment (i.e., bookcases, file cabinets, etc.) planned to be located within an office or workstation.

CALCULATIONS
Columns A and B have been provided in case more than one room or area is required. The calculation codes (U, #, SF) are identified below. For each room or area, fill in the usable area, consulting the OTHER OFFICE AREAS: EQUIPMENT and supplement this information with SF information of your own. (For your convenience, Column A is pre-populated using the SF standards.) Identify the number of such rooms or items of equipment. Multiply the usable area by number of units to identify the square feet needed. If you are completing this form on computer, the SF will be calculated.

Calculation Codes:
U = Usable Area
# = Number of support areas, pieces of equipment in open areas, or persons the meeting or entry areas must accommodate.
SF = Square feet

TOTAL SF
Use this column to add the SF calculations under the columns A and B. If you are completing this form on computer, the Total SF will be calculated.

ROOM / AREA
Using the Room/Area codes below, enter the appropriate code for each room or area.

TOTAL USABLE AREA
Total Usable Area is calculated at the bottom of the page. SUBTOTAL OTHER OFFICE AREAS is the sum of the TOTAL SF from the column above. USABLE AREA, STAFF is the subtotal from page one of this worksheet. SUBTOTAL is the sum of these two figures. CIRCULATION is the percentage of this subtotal that is added to account for internal circulation for the office or facility. DCAMM may adjust this percentage during review of the worksheet, after discussion with the User Agency. TOTAL USABLE AREA is the sum of the SUBTOTAL and CIRCULATION square foorage. This is the usable area for the office or facility. This number should be inserted in ESTIMATED SF at the top of the Form 1.

OTHER OFFICE AREAS: EQUIPMENT

Equipment	Code	SF Standard
Bookcase, 3' wide	B	3 sf / bookcase
Shelving, 3' wide	SH	3 sf / shelf unit
Vertical File	VF	7.5 sf / unit
Lateral File	LF	9 sf / unit
Storage Cabinet	ST	9 sf / unit
Copy Station	C	25 sf
Fax/Printer Station	FP	25 sf

ROOM OR AREA: MEETING AND ENTRY AREAS

Interview Room	25 sf / person (up to 4 persons)
Hearing Room	20 sf / person
Classroom Training	20 sf / person
Computer Training	36 sf / person
Conference Room	20 sf / person
Seating Area	10 sf / person
Queuing Area	8 sf / person
Transaction Counter	40 sf / person

ROOM / AREA: ADDITIONAL INFORMATION

F = Office or room with full-height partitions
L = Low-partitioned area or cubicle
P = Panel supplied and installed by Agency
O = Open area without partitions
G = Shared office or room with other support functions
S = Shared office

CPT = Carpet
RSF = Resilient sheet flooring
VP = Door with vision panel
Lock = Door with lock
SL = Door with sidelight

WORKSHEET: OTHER OFFICE AREAS

1D

For DCAMM use:
DCAMM Project #:
Facility Code:
DCAMM Project Manager:

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x 800

USER AGENCY NAME: **ESTIMATED SF:**

NAME OF OFFICE/FACILITY:

LOCATION OR SEARCH AREA:

ROOM OR AREA	DESCRIPTION	CALCULATIONS A U	A #	A SF	B U	B #	B SF	TOTAL SF	ROOM/ AREA
SUPPORT AREAS				0			0	0	
Records				0			0	0	
Copy/Mail				0			0	0	
Main Distribution Frame (MDF)				0			0	0	
Intermediate Distribution Frame (IDF)				0			0	0	
Staff Support				0			0	0	
Storage/Supply				0			0	0	
Library				0			0	0	
				0			0	0	
				0			0	0	
				0			0	0	
EQUIPMENT IN OPEN AREAS				0			0	0	
Bookcase (B)		3		0			0	0	
Shelving (SH)		3		0			0	0	
File Cabinet (VF)		7.5		0			0	0	
File Cabinet (LF)		9		0			0	0	
Storage Cabinet (ST)		9		0			0	0	
Copy Station (C)		25		0			0	0	
Fax/Printer Station (FP)		25		0			0	0	
				0			0	0	
				0			0	0	
MEETING AREAS				0			0	0	
Interview Room		25		0			0	0	
Hearing Room		20		0			0	0	
Classroom Training		20		0			0	0	
Computer Training		36		0			0	0	
Conference Room		20		0			0	0	
				0			0	0	
				0			0	0	
				0			0	0	
ENTRY AREAS				0			0	0	
Seating		10		0			0	0	
Queuing		8		0			0	0	
Transaction Counter		40		0			0	0	
				0			0	0	
				0			0	0	
				0			0	0	

SUBTOTAL OTHER OFFICE AREAS:	0
SUBTOTAL STAFF AREAS:	0
SUBTOTAL:	0
CIRCULATION (35%):	0
TOTAL USABLE AREA:	**0**

SF/FTE: **#DIV/0!**

01/09

Instructions for the Agency Recommendation Form 2

After the Form 2A Proposal Evaluations have been completed jointly by the User Agency and DCAMM, complete and submit a Form 2 to DCAMM recommending 1) selection of a specific lease proposal, 2) selection of a proposal to lease public space without advertising, or 3) the rejection of all proposals received.

User Agency Name: The User Agency submitting the recommendation.

Requested SF: The usable area identified in the RFP (or Form 1 if no RFP was issued).

Name of Office/Facility: Identify by name the activity to be housed at the premises.

Search Area: The location identified in the RFP (or Form 1 if no RFP was issued).

1. RECOMMENDATION

Check the appropriate box to indicate whether the agency is recommending the selection of a proposal, selection of public space, or rejection of all proposals received. Fill in the proposal number. If the recommendation is to reject all proposals received, attach a letter of explanation including the reasons for the recommendation and proposed next steps.

Evidence of statutorily required advertisement in local newspaper(s) should be submitted to DCAMM before the proposed submission deadline. DCAMM cannot proceed with a selection decision without such evidence of compliance with this statutory requirement.

Address of Recommended Premises: Enter the street address and town of the recommended premises.

Name of Proposer: Enter the name of the proposer of the proposal recommended for selection.

Name of Landlord: Enter the name of the individual or entity that is the Landlord for the recommended property.

Type of Agreement: Check "Lease" or check "Other" and identify the type of agreement.

Projected Occupancy Date: Enter the projected occupancy date.

Term of Lease: Enter the number of years and months of the proposed lease term.

Usable Area: Enter the confirmed usable square footage (USF) of the recommended premises from the DCAMM Proposal Cost Analysis.

2. COST

Refer to the DCAMM Proposal Cost Analysis to complete this section.

Annual Rent: Enter the proposed annual rent for each year of the lease term of the proposal recommended for selection. If you are completing this form on computer, imbedded formulas will calculate the rate per square foot and the average annual rent. Otherwise, calculate and enter the rate per square foot (annual rent divided by usable area) and average annual rent (total annual rent divided by # of years of rent).

Excluded Costs: Enter the estimated Year 1 dollar amount for all costs that are excluded from the proposed rent and that will be paid separately by the User Agency. Fill in the total dollar amount of Year 1 excluded costs. If you are completing this form on computer, the Excluded Costs Total will be calculated.

Total Occupancy Cost: Enter the total occupancy cost for each year of the lease. This is the annual rent plus the total estimate of excluded costs. Enter the total occupancy cost/SF for each year of the lease. If you are completing this form on computer, imbedded formulas will calculate the Year 1 total occupancy cost and cost/SF. If there are costs excluded from the rent, use information on excluded costs from the DCAMM project manager to complete the total occupancy cost and cost per SF for Year 2 and beyond. Calculate and enter the average annual cost.

Project Manager Signatures: The project managers for the User Agency and DCAMM sign this form to confirm their agreement with the information contained in the attached Proposal Evaluations and this Agency Recommendation Form 2.

3. APPROVALS

To submit the Form 2 to DCAMM for approval, an authorized signatory for the User Agency must sign and date the form. Enter the title of the signatory. Also include any relevant comments in the space identified.

An authorized signatory for DCAMM signs the form to confirm agreement with the User Agency recommendation.

AGENCY RECOMMENDATION

2

For DCAMM Use:
DCAMM Project #: _____
Facility Code: _____
DCAMM Project Manager: _____

DCAMM / Office of Leasing & State Office Planning 617-727-8000 x800

USER AGENCY NAME: **REQUESTED SF:**

NAME OF OFFICE/FACILITY:

SEARCH AREA:

1. RECOMMENDATION

☐ Select Lease Proposal Proposal No.: ___

☐ Select Public Space for Lease

☐ Reject All Proposals (If this box is checked, attach a letter of explanation.)

☐ Evidence of advertisement in local newspaper(s), if applicable, has been provided

Address of Recommended Premises: _____

_____

Name of Proposer: _____

Name of Landlord: _____

Type of Agreement:

☐ Lease

☐ Other: _____

Projected Occupancy Date: _____

Usable Area: 1

Term of Lease: _____ years

_____ months

2. COST

ANNUAL RENT		
Year	Annual Rent	Rate/SF
1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
Average Annual Rent:		$0.00

ESTIMATE OF EXCLUDED COSTS	
Item	Yr 1 Cost
Janitorial Services	$0.00
Lights & Plugs	
HVAC	
Parking	
Other:_____	
Other:_____	
Total:	$0.00

TOTAL OCCUPANCY COST		
Year	Annual Cost	Cost/SF
1	$0.00	$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
Average Annual Cost:		$0.00

Agency Project Manager | Date | DCAMM Project Manager | Date

3. APPROVALS

USER AGENCY

Comments:

Authorized Signature | Date

Title

DCAMM

Comments:

Authorized Signature | Date

Title

Instructions for the Transaction Approval Form 3

The Form 3 provides key information about the lease or other rental agreement (agreement) and its financial terms, confirms DCAMM approval of a lease or other rental agreement, and confirms the Date of Occupancy and Commencement of the lease term. The Comptroller's Office may require agencies to attach a copy of the completed Form 3 when encumbering rent.

At the top left-hand side of the form, check the appropriate box to identify whether the Transaction Approval is for a new lease, amendment, tenancy, authorization to pay rent without a written agreement, or other type of agreement.

Fill in the requested information starting with "User Agency Name." If you are filling this in on computer, some information will be calculated for you.

User Agency Name: The User Agency submitting the form.

Name of Office/Facility: Identify by name the activity to be housed at the premises.

Address & Zip Code: The street address, city or town, and zip code of the building as stated in the lease or other rental agreement.

SF: The SF for office or other type of space, as identified in the lease; there is room on the form for two entries, if necessary, to calculate total SF.

Staff: The number of full time equivalent (FTE) staff that will occupy the premises.

SF/FTE: This number is computed by dividing the total SF by the number of full-time equivalent staff.

Reserved Parking: The number of *reserved* parking spaces as stated in the lease.

1. SUMMARY OF AGREEMENT

Term: Enter the projected or actual begin and end dates for the term of this agreement. Identify the number of years and months in the term. For an amendment that does not extend an existing agreement, the begin date is the date the amendment is expected to commence and the end date is the end date of the existing agreement.

Termination Rights: If the agreement includes termination rights by either Landlord or Tenant, using the agreement, enter the number of months required for termination by either, or both, parties (e.g., an amendment to lease may include Tenant's right to terminate upon giving 60 days prior written notice).

Landlord: Check the appropriate box to identify whether the owner of the space is a public or private entity. Enter the name and mailing address of the Landlord as stated in the agreement, the name and telephone number of the contact person, and the Landlord's vendor code number for this ownership entity. If the Landlord's vendor code number is unknown, the User Agency must initiate the process of obtaining a vendor code number for the ownership entity.

Base Rent; Rent Period, Rent: Identify the projected or actual begin date and end date for each year of the agreement. Using the agreement, enter the Annual Rent for each year or partial year of the agreement. Enter the Rate/SF, Monthly Rent, and the Average Rate S/F and Average Annual Rent over the term of the agreement. Enter rent information for this agreement only. Attach a separate page, if necessary, to identify the rent over the entire period of the agreement.

Rental Account(s): Identify the account number(s) and type of account(s) from which the rent and other identified costs will be paid.

Costs Not Included in Base Rent: Identify or estimate the annual dollar amount in Year 1 for any costs that are <u>not</u> included in the Base Rent. This may include costs paid to the Landlord or another party. Use the listed categories as a guide. Place the estimated Year One amounts in the Landlord column if the payments will be made to the Landlord, and in the "Other" column if the payments will be made to someone other than the Landlord (e.g., the utility company). Use "Escalation" for payment of increases in expenses (e.g., taxes or operating expenses) over a base year. Using the space provided, identify the escalation, one-time payment, or other excluded cost. If you are completing this form on computer, the TOTAL for each column will be calculated. If you are completing the form by hand, calculate the TOTAL for each column.

Estimated Yr. 1 Total Occupancy Cost: Add the Annual Rent for Year 1 and all Costs Not Included in Base Rent. If you are completing this form on computer, the Cost will be calculated. If you are completing the form by hand, please calculate and enter this information.

Estimated Yr. 1 Cost/SF: Divide the Estimated Total Occupancy Cost (Year 1) by the SF identified above. If you are completing this form on computer, the Cost/SF will be calculated. If you are completing the form by hand, please enter this information.

2. APPROVALS

Approvals & Submission to DCAMM: The form should be signed and dated by an authorized User Agency signatory. Below the signature, enter the signatory's title and telephone number. For User Agency Contact, enter the name and telephone number of the person who may be contacted to discuss the project. Submit the Form 3 with all copies of the agreement.

3. CONFIRMATION OF OCCUPANCY/COMMENCEMENT OF LEASE TERM

The section titled Confirmation of Date of Occupancy is completed only after the Date of Occupancy, as defined in the lease or other rental agreement, has occurred. The Date of Occupancy establishes the commencement of the term of the lease and the obligation to pay rent.

If the Date of Occupancy is established at the time that the Form 3 is submitted to DCAMM for approval (e.g., if the actual Date of Occupancy is specified in the agreement), complete the Confirmation of Occupancy section, confirm that the landlord's vendor code number is entered on the form, have it signed by an authorized signatory, and submit the form and all copies of the agreement to DCAMM for approval.

If the Date of Occupancy is not established in the lease, DCAMM will return the Form 3 to the User Agency along with the executed agreement. Retain the Form 3 until the Date of Occupancy has occurred. When the Date of Occupancy has occurred, complete the Confirmation of Occupancy section, confirm that the Landlord's vendor code number is entered on the form, have it signed by an authorized signatory, and submit the form to DCAMM.

To complete this section, enter the actual Commencement Date and Expiration Date of the Lease and calculate the Base Rent due for each fiscal year of the agreement.

DCAMM will confirm that the Date of Occupancy is correctly identified and the calculation of Base Rent by fiscal year is correct. DCAMM will retain the original, completed Form 3 and return a copy to the User Agency. As noted above, the Comptroller's Office may require agencies to attach a copy of the completed Form 3 when encumbering rent.

TRANSACTION APPROVAL

3

☐ New Lease
☐ Tenancy
☐ Other: _____

☐ Amendment #
☐ Authorization to Pay Rent without Written Agreement

For DCAMM use:
DCAMM Project No: _____
Facility Code: _____
DCAMM Project Manager: _____

DCAMM / Office of Leasing & State Office Planning 617-727-8000 x800

USER AGENCY NAME:		**NAME OF OFFICE/FACILITY:**	
ADDRESS:		**ZIP CODE:**	
SF: 1 0 1	**STAFF [FTE]:** 1	**SF/FTE:** 1	**RESERVED PKG:**

1. SUMMARY OF AGREEMENT

TERM: Beginning _____ (date) for a period of _____ (number of years and months)
and ending _____ (date).

TERMINATION RIGHTS: Landlord _____ months Tenant _____ months

LANDLORD: Public ☐ Private ☐

Name: _____ Vendor Code #: _____

Mailing Address: _____

Contact Person: Telephone #:

BASE RENT for This Agreement SF: 1

RENT PERIOD			RENT		
Year	Begin Date	End Date	Rate/SF	Annual Rent	Monthly Rent
1					
2					
3					
4					
5					
		Average:			

RENTAL ACCOUNT(S): [ ] State [ ] Federal [ ] Trust Fund # _____

COSTS NOT INCLUDED IN BASE RENT:

Estimated Year 1 Cost:	Paid to: Landlord	Paid to: Other
Electricity [Lights & Plugs]		
HVAC		
Parking		
Janitorial		
Escalation:		
One-time payment:		
Other:		
TOTAL	$0.00	$0.00

Estimated Yr. 1 Total Occupancy Cost: $0.00

Estimated Yr. 1 Cost/SF: $0.00

2. APPROVALS

USER AGENCY Sufficient funds are included or have been requested in the budget to cover the cost of this agreement.

Authorized Signature _____ Date
Title

User Agency Contact Telephone #

DCAMM

Authorized Signature Commissioner _____ Date
Title

DCAMM Project Manager Date

3. CONFIRMATION OF DATE OF OCCUPANCY

USER AGENCY

Commencement Date of Lease: _____

Expiration Date of Lease: _____

Fiscal Year	Annual Base Rent by Fiscal Year

DCAMM

Reviewed by: _____

Date: _____

Authorized Signature: _____ Date: _____

06/10

Instructions for the Termination of Agreement Form 4

The Form 4 provides information about the termination of an agreement and confirms the date the User Agency vacated the Premises in accordance with the terms of the agreement.

Please discuss all proposed early termination of leases or tenancy agreements with your DCAMM Project Manager. Please remember that the Commonwealth, represented by DCAMM, is Tenant under the agreement.

Fill in the requested information starting with "User Agency Name."

User Agency: The User Agency submitting the form.

Name of Office/Facility: The specific unit, division, office, or section of the User Agency for which Premises have been leased (e.g., Fitchburg Area Office, Boston Regional Office). If more than one unit is located there, identify all.

Address: The street address, city or town, and zip code of the building as stated in the lease or other rental agreement.

SF: The square footage for office or other type of space, as identified in the lease or other rental agreement.

Terminated Agreement: Provide the following information for the terminated or expired agreement:
Term: Enter the commencement date and the termination date of the agreement.
Type of Agreement: Check the box associated with the applicable category. If "Other" is checked, identify the type of agreement (e.g., Authorization to Pay Rent without Written Agreement, License).

New Location(s): Identify the location(s) where the staff for this office have been relocated, and provide the full address of each new location. "Leased Space" should be checked when the User Agency will occupy new space in a privately-owned building or in a building owned by a public entity other than the Commonwealth (i.e., municipalities, counties, state authorities, etc.). "State Space" should be checked whenever the User Agency will be occupying space in a state-owned building. "None" should be checked only when the office has been closed.

Notification of Termination or Expiration: Enter the date on which the User Agency vacated the Premises, the date on which the User Agency completed a walk-through of the Premises with Landlord's representative, and the date on which the agreement terminated. Under "Comments," please identify the individuals who conducted the walk-through, provide comment on the reason for termination (e.g., Agency relocating under new lease, Agency consolidating its operations at [address]), explain termination if the date is different from the end date of the Term, and provide any other information that may be useful to DCAMM.

To submit the Form 4 to DCAMM, an authorized signatory for the User Agency must sign and date the form. Enter the title of the signatory.

TERMINATION OF AGREEMENT

4

For DCAMM use:
DCAMM Project #:_____
Facility Code:_____
DCAMM Project Manager:_____

DCAMM / Office of Leasing and State Office Planning 617-727-8000 x800

USER AGENCY NAME: _____	**NAME OF OFFICE/FACILITY:** _____
ADDRESS: _____	**SF:** _____

TERMINATED AGREEMENT

Term Begin Date: _____ End Date: _____	**Type of Agreement** ☐ Lease ☐ Short-Term Tenancy Agreement ☐ Other _____

NEW LOCATION(S)

☐ **Leased Space** ☐ **State Space** ☐ **None**

Street Address: _____

City/Town: _____ Zip Code: _____

Street Address: _____

City/Town: _____ Zip Code: _____

NOTIFICATION OF TERMINATION OR EXPIRATION

Date the User Agency vacated Premises under the above-referenced agreement _____.
Date the User Agency completed a walk-through of the Premises with Landlord's representative _____.

The agreement terminated effective _____.
Comments: _____

User Agency Contact: _____ Title: _____ Telephone: _____ Authorized Signature:_____ Title:_____ Date:_____	**DCAMM** Reviewed by:_____ Date:_____

01/09

D. FORM REQUEST FOR PROPOSALS

Date Posted: _____

Approval: _____

PROJECT NUMBER:
PROPOSAL SUBMISSION DEADLINE: at 2:00 P.M.
Late proposals will not be considered.

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING
REQUEST FOR PROPOSALS (RFP)

A. GENERAL INFORMATION

1. SUMMARY

The Office of Leasing and State Office Planning of the Division of Capital Asset Management and Maintenance (DCAMM) invites proposals to lease space for use by the state agency listed below (the User Agency), in accordance with the terms, conditions, and specifications identified in this RFP.

1.1. **User Agency**:

1.2. **Program Description**:

This office receives approximately _____ visitors per day.

1.3. **Summary of Space Needs:**

Location:

Amount of Space: Approximately _____ square feet of Usable Area (as defined in §A-4.5)

Type of Space:

Type of Agreement: Commonwealth Office Lease (Attachment C-2)

Term:

Desired Date of Occupancy:

Public Parking: Estimated demand of [ ] spaces within [one-quarter mile] of the proposed Building, and [ ] spaces of Parking Accessible for the Disabled available as close as possible to an accessible entrance to the proposed building (as defined in §§A-4.6 and 4.8).

Reserved Parking: [ ] spaces for the User Agency within [one-quarter mile] of the proposed building, and [ ] spaces of Parking Accessible for the Disabled available as

close as possible to an accessible entrance to the proposed building (as defined in §A-4.7 and 4.8).

Drop-Off Parking: [ ] spaces. (as defined in §A-4.9)

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2. COMMONWEALTH OFFICE LEASE

3. COMMONWEALTH TENANT ESTOPPEL CERTIFICATE

4. COMMONWEALTH SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

3. INTRODUCTION

The Office of Leasing and State Office Planning of the Division of Capital Asset Management and Maintenance (DCAMM) invites proposals to lease space for use by the User Agency in accordance with the Commonwealth Office Lease in § C-2 and General Specifications in § B.

As leasing representative for all Massachusetts state agencies, DCAMM has designed this RFP to provide for an open and competitive process for selecting lease space, as contemplated by chapter 7 of the Massachusetts General Laws (G. L. c. 7), by informing all potential proposers of: the steps proposers must take in order to have their proposals considered, the procedure followed by DCAMM to evaluate proposals and select the proposal most advantageous to the Commonwealth's needs, the criteria for such evaluation and selection, and the Lease agreement to be executed between the selected proposer and the Commonwealth of Massachusetts acting by and through DCAMM on behalf of the User Agency, including the Landlord's Improvements and Landlord's Services.

Section C-1 of this RFP contains the Lease Proposal form to be used to submit a proposal. Please read the accompanying instructions before completing the form. Contact the DCAMM Project Manager for this project if you have questions about this RFP, its subject matter, or both.

4. DEFINITIONS

For the purposes of this RFP and the Lease, the following definitions apply:

4.1. **DCAMM**: The state agency that issues the RFP, makes the final selection of the successful proposal, and, through the Commissioner of DCAMM, has authority to bind the Commonwealth by signing a Lease contract. Within DCAMM, the Office of Leasing and State Office Planning is responsible for handling all matters related to leasing.

4.2. **User Agency**: The state agency, as identified in § 1.1, that will occupy the space being sought.

4.3. **Eligible Proposers**: The record owner(s) of the proposed property; the tenant(s) of the proposed property whose lease permits subleasing; a prospective purchaser or a prospective ground tenant of the proposed property whose lease will permit subleasing, provided that such prospective purchaser or prospective ground tenant must attach to the proposal a copy of a fully executed (i.e., by the proposer, the prospective seller or the prospective ground landlord, and any other identified party) purchase-and-sale agreement, letter of intent, or other evidence of the proposer's control of the property, and further provided that no Lease will be signed until such prospective purchaser or prospective ground tenant becomes either the record owner or the ground tenant of the proposed property whose lease permits subleasing; and a broker or an agent of any such party with the authority to bind such party to an agreement with the Commonwealth of Massachusetts regarding the subject matter of the proposal, provided that the record owner(s) or the tenant(s) of the proposed property must execute the Lease as Landlord. A proposal for different properties that is jointly submitted by or for different owners or tenants or prospective ground tenants of the proposed properties will not be eligible for consideration.

4.4. **Qualifying Proposals**: Proposals that meet the requirements identified in § A-6 of the RFP. Proposals that are determined <u>not</u> to meet one or more of these requirements are non-qualifying proposals.

4.5. **Usable Area**: For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.

4.6. **Public Parking**: Parking spaces readily available for use by the User Agency staff, clients, and visitors at their own cost. This may include on-street parking as well as spaces in public parking lots or garages.

4.7. **Reserved Parking**: Parking spaces rented by the Commonwealth and reserved for the User Agency for authorized vehicles. Reserved parking must accommodate overnight and weekend parking, and have unlimited entry and exit privileges.

4.8. **Parking Accessible for the Disabled**: Parking spaces complying with all state and federal regulations, including those of the Massachusetts Architectural Access Board (MAAB) and Americans with Disabilities Act Access Guide for Title II (ADA).

4.9. **Drop-Off Parking**: Parking spaces adjacent to the Building or within 200 feet of the main Building entrance with in/out privileges. Drop-off parking will be used for up to two hours at one time for transporting clients.

4.10. **Capitalized Terms-of-Art**: Capitalized terms-of-art in this RFP have the respective meanings given to them in the Commonwealth Office Lease attached to this RFP unless otherwise defined in this RFP.

5. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The Commonwealth's objective is to obtain the space most advantageous to the Commonwealth's needs for the best value. To this end, DCAMM will evaluate each proposal for conformity to the requirements of this RFP and the degree to which it satisfies the qualitative and other criteria of this RFP. DCAMM will consider the components of evaluation in combination, not in isolation.

Evaluation of proposals will be based on information in the proposals, obtained on site visits, clarified by DCAMM, provided by proposers at DCAMM's request, and provided by references identified in the proposals. In addition, evaluation of proposals may include consideration of information from state agencies, individuals, and entities with knowledge of any element of any proposal, from DCAMM and other Commonwealth files, and from other available and verifiable information.

DCAMM reserves the right to, if deemed to be in the best interest of the Commonwealth, (i) waive portions of the RFP for all proposers, (ii) excuse minor informalities in any proposal, (iii) discuss any provision of any proposal with the proposer of that proposal in order to clarify the

proposal, (iv) request all proposers who submitted qualifying proposals to submit best-and-final offers, (v) reject any part of any proposal, and (vi) reject all proposals.

5.1. **Initial Review**: DCAMM will accept for consideration only those proposals that meet the submission requirements in § A-6.1.1, subject to DCAMM's right to waive portions of the RFP for all proposers. Any proposals not received by the Proposal Submission Deadline will be rejected and returned to the sender, and this requirement is not subject to waiver by DCAMM.

DCAMM will prepare a list of the names and addresses of proposers whose proposals are accepted for consideration and will mail this list to the User Agency and to each such proposer.

DCAMM and the User Agency will review each proposal accepted for consideration to determine whether it meets the requirements of this RFP. If DCAMM is unable to determine whether a proposal meets one or more of the requirements, DCAMM will attempt to clarify the proposal.

Proposals that do not meet one or more of these requirements will be rejected as non-qualifying, subject to DCAMM's right to waive portions of the RFP for all proposers. DCAMM reserves the right to eliminate from further consideration any proposals that are found to be excessively priced in relation to the majority of the proposals received. Such excessively priced proposals will be considered non-qualifying.

5.2. **Site Visits**: DCAMM and the User Agency will conduct site visits promptly for each competitive proposal to verify the information in the proposal and to facilitate detailed evaluation of the proposal. The proposers or knowledgeable and authorized representatives of the proposers must be present at the site visits. DCAMM will contact proposers to confirm the date and time of the site visits. After completion of a site visit, DCAMM may determine that a proposal does not meet one or more of the requirements of this RFP, subject to DCAMM's right to waive portions of the RFP for all proposers.

5.3. **Evaluation of Proposals**: DCAMM will notify in writing each proposer whose proposal has been determined to be non-qualifying and the reason for such determination. All qualifying proposals will be evaluated based on the qualitative and other criteria of the RFP. DCAMM will prepare a cost analysis that estimates and compares the total costs of occupancy for all proposals evaluated. DCAMM will make a conditional selection of a proposal, taking into account the analysis of proposals and the recommendation of the User Agency.

5.4. **Notification of Proposers**: Upon the conditional selection of a proposal, DCAMM will notify other proposers in writing that a conditional selection has been made. Such conditional selection does not represent a contract and does not commit the Commonwealth to enter into a Lease. In addition to the general condition for the reaching of an agreement, the selection of a proposal may be conditioned upon the prospective landlord satisfying specific conditions established by DCAMM and the User Agency. It is assumed that the parties will make a good-faith effort to negotiate a Lease acceptable to the User Agency, DCAMM, and the conditionally selected proposer, but if agreement is not reached, the Commonwealth reserves the right to terminate the conditional selection and either conditionally select another proposal or re-advertise, or to terminate the conditional selection without taking further action.

5.5. **Preparation of the Lease**: DCAMM, the User Agency, and the conditionally selected proposer will work together to finalize a Lease. The provisions of this Lease must be consistent with the RFP and the conditionally selected proposal, and must be substantially in the form of the Commonwealth Office Lease attached to this RFP.

DCAMM will prepare the Lease in conformance with the RFP, the conditionally selected proposal, and the successful conclusion of negotiation by DCAMM, the User Agency, and the conditionally selected proposer. DCAMM will confirm that each lease exhibit and attachment is complete and correct and that the Lease is complete and ready for signatures, and will send it to Landlord.

5.6. **Review and Execution of the Lease by DCAMM Commissioner**: Landlord will sign the Lease and submit it to the User Agency. The User Agency will sign the Lease and submit it to DCAMM for approval as-to-matters-of-form and execution by the Commissioner of DCAMM. Please note that Tenant under the Lease is the Commonwealth of Massachusetts acting by and through the Commissioner of DCAMM on behalf of the User Agency. **No lease is binding until the DCAMM Commissioner has executed it.**

5.7. **Design and Build-out of the Landlord's Improvements**: Following execution of the Lease, it is Landlord's responsibility to deliver the Premises to Tenant in conformance with the Lease, including Exhibit B (Schematic Space Plan of the Premises) Exhibit C (Specifications for the Premises), Exhibit D (Project Schedule), and the Working Drawings that Landlord prepares after execution of the Lease. Please note that, in accordance with § 4 of the Commonwealth Office Lease, Landlord is responsible for the completion of Working Drawings prepared by licensed professionals, furnishing all labor and materials, and securing all permits necessary to complete the Landlord's Improvements, and for achieving substantial completion in accordance with the provisions of the Lease.

5.8. **Occupancy**: The User Agency will take occupancy of the Premises only after the Premises are deemed available for Tenant's occupancy in accordance with § 3.2 of the Lease. DCAMM will confirm the Date of Occupancy, which will be the commencement date of Tenant's obligation to pay Rent and the commencement date of the Term.

6. REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

6.1. General Requirements

6.1.1. **Submission**: Proposals must be submitted to DCAMM as follows:

6.1.1.1. The proposal must be submitted on the DCAMM Lease Proposal form included with this RFP.

6.1.1.2. Lease Proposals must be substantially completed. Proposals that contain material omissions will be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

6.1.1.3. Proposals must be submitted in sealed envelopes labeled as required by paragraph B of the instructions for submitting lease proposals.

6.1.1.4. Proposals must be received in the DCAMM Office of Leasing and State Office Planning, One Ashburton Place, 14th Floor – Room 1411, Boston, Massachusetts 02108, on or before the Proposal Submission Deadline stated on page A-1 of this RFP. The time-stamp clock located in the reception area of the DCAMM Office of Leasing and State Office Planning establishes the official date and time of receipt of each proposal.

6.1.2. **Eligible Proposer**: The proposal must be submitted by an eligible proposer, as defined in § A-4.3.

6.1.3. **Type of Agreement and Term**: The proposal must represent that the proposed Landlord agrees to sign a Lease for the Term identified in § A-1.3 and substantially in the form of the Commonwealth Office Lease (Attachment C-2 of this RFP) without material modification, and the proposal must include requested modifications of standard provisions. DCAMM reserves the right to decline to consider modifications requested after the Proposal Submission Deadline.

6.1.4. **Contact During the RFP Process**: From the Date of this RFP through the date on which a conditional selection is made, the DCAMM Project Manager for this project is the only authorized point of contact of the Commonwealth regarding this RFP and its subject matter. If a proposer or a proposer's representative engages in unauthorized contact, the proposal may be deemed non-qualifying. Unauthorized contact includes, by way of example and not limitation, contact by the proposer or the proposer's representative with the User Agency regarding the subject matter of this RFP.

6.2. **Location**

6.2.1. **Search Area**: The proposed building must be located within the search area identified in § A-1.3, Location.

6.2.2. **Parking**: There must be a sufficient number of Public Parking spaces, described in § A-1.3, to meet the estimated demand. If Public Parking is insufficient to meet the estimated demand, the proposer must indicate in the proposal how the estimated demand for parking will otherwise be met.

The proposal must include the number of Reserved Parking spaces described in § A-1.3. If such spaces are not proposed to be included in the Lease, the Commonwealth must be able to determine that such spaces can be leased separately.

The proposal must include the number of Drop-Off Parking Spaces described in § A-1.3. If such spaces are not proposed to be included in the Lease, the Commonwealth must be able to determine that such spaces can be leased separately.

6.3. **Building Conditions: Building Codes, Barrier-Free Access, and Hazardous Substances**

6.3.1. **Building Codes**: The proposed Building must comply with all applicable federal, state, and local code requirements, or DCAMM must be satisfied that it can and will be brought into substantial compliance by the desired Date of Occupancy. Such codes include, but are not limited to, the Massachusetts State Building Code, Massachusetts Architectural Access Board (MAAB) Regulations, and other applicable provisions of the Code of Massachusetts Regulations (CMR). If a proposal is accepted subject to Landlord meeting certain code requirements, the Commonwealth will not take occupancy of the space until all code deficiencies have been fully corrected.

6.3.2. **Barrier-Free Access**: The proposed Building and Premises must meet the requirements in § B-2.1.3 for Access for Individuals with Disabilities.

6.3.3. **Hazardous Substance**: The proposer must warrant and represent that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building.

6.4. **Building Conditions: Proposed Premises**

6.4.1. **Usable Area and Type of Space**: The proposal must offer the amount of space in usable square feet (see § A-4.5 for definition of Usable Area) stated in § A-1.3 of the RFP. DCAMM reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency's needs.

The proposal must offer the type of space sought and DCAMM must be satisfied that the proposed space is, or will be made, functional for and compatible with the Program Description in § A-1.3.

6.4.2. **Landlord's Improvements**: The proposer must agree to substantially meet the General Specifications in § B, or must suggest, within the proposal, alternatives acceptable to DCAMM and the User Agency.

6.4.3. **Floor Loading**: The proposer must confirm that the Building will meet any special floor loading requirements identified in § B.

6.5. **Landlord Capacity**: The proposer must agree to substantially meet the Landlord's Services in the General Specifications in § B or must propose alternatives acceptable to DCAMM and the User Agency.

7. QUALITATIVE CRITERIA

The following criteria will be used to evaluate qualifying proposals.

7.1. **Execution of the Commonwealth Office Lease**: The proposed Landlord's willingness to enter into the Commonwealth Office Lease, as evidenced by the extent and nature of any modification to the standard provisions that is requested by the proposer.

7.2. **Location**: The suitability of the proposed location for the operations of the office or facility, including:

7.2.1. **Access**: Ease of access to the proposed Building by public transportation, shuttle, automobile, and on foot. DCAMM will consider the ease of vehicular access and the degree of congestion on streets and roadways in proximity of the building, the availability and frequency-of-service of public transportation and shuttle service, the distance from public-transportation stops and shuttle service stops to the main entrance of the proposed Building, and whether paths of travel from such stops to the main entrance of the proposed Building are well-lit, well-traveled, and accessible for the disabled.

7.2.2. **Proximity**: Proximity of the proposed Building to clients, customers, and other offices and facilities with which staff and clients of the User Agency regularly interact, when identified in the RFP.

7.2.3. **Parking**: Proximity, accessibility, and availability of parking identified in § A-1.3. DCAMM will consider the availability of parking spaces during the Hours of Operation and whether parking areas and the walkways between them and the proposed Building are well-lit and the walkways easily traversed.

7.2.4. **Neighborhood Characteristics**: The characteristics of the surrounding neighborhood, including compatibility of adjacent uses with the Commonwealth's proposed use, the safety and security for persons and property, and the availability of basic services and amenities during the Hours of Operation. .

7.3. **Building Conditions**: **Exterior Envelope, Systems, and Common Areas**: Quality, condition, and functional efficiency of the proposed Building with the Landlord's Improvements proposed. This includes specific consideration of:

7.3.1. **Building Envelope and Systems**: The existing and proposed condition of the Building envelope (including the roof, foundation, walls, and exterior windows and doors), and the HVAC, plumbing, and electrical systems and their capacities to meet the Commonwealth's needs throughout the Term in a reliable and efficient manner.

7.3.2. **Life Safety**: The existing and proposed condition of fire-protection equipment including, but not limited to, fire doors, fire walls, fire stops, fire extinguishers, exit-route diagrams, exit signs, and alarm systems, and the existing and proposed condition of emergency lighting, including such lighting in the proposed Premises, restrooms and along paths of egress.

7.3.3. **Building Common Areas**: The existing and proposed location, accessibility, and condition of public or common areas, including the Building entrance, lobby, vestibules, paths of egress, stairways, corridors, ramps, elevators, loading dock, and restrooms. DCAMM will consider the type, size, and condition of the common areas, capacity of the elevators, and adequacy to meet the needs of the User Agency.

7.3.4. **Vestibule**: If the proposed Premises have direct access to the outside, Premises that have a vestibule for weather control and worker comfort, with the exterior door opening into the vestibule and entry into the proposed Premises through entrance doors from the vestibule, will receive a higher rating on this evaluation criterion. Vestibules must have a minimum of 20 foot-candles lighting at floor level.

7.3.5. **Restrooms**: The existing and proposed condition of the restrooms, including the adequacy of the ventilation, the condition of the floors and walls, toilet partitions, plumbing fixtures, sinks, counters, mirrors, and restroom accessories. Buildings with restrooms equipped with water-saving plumbing devices such as hands-free motion-sensor operated faucets and flush valves will be rated higher on this evaluation criterion.

7.3.6. **Compatibility of Use**: The compatibility of activities and uses in the proposed Building or complex with the Commonwealth's proposed use. The evaluation of proposals will consider whether the existing and proposed uses are compatible with the mission of the User Agency and the security, safety, and health of employees and visitors.

Evaluation of proposals will also consider whether proposals provide feasible opportunities to co-locate with other state agencies in the proposed Building or complex of buildings to create related financial benefits to the Commonwealth.

7.4. **Building Conditions: Proposed Premises**: The suitability of the proposed Premises for the space needs of the office or facility, including specific consideration of:

7.4.1. **Configuration**: The degree to which the configuration of the Premises meets the User Agency's programmatic needs described in the Space Allocation and Finish Schedule, taking into account the size and shape of the space and any internal barriers to efficient design and accessibility.

7.4.2. **Building Module and Column Spacing**: A regular, consistent building module that allows for a regular, consistent office and workstation layout and the efficient utilization of space is generally desired, as is column-bay spacing at 25' to 35' on center.

7.4.3. **Main Entry Point(s)**: The ease of access from the Building entrance(s) and common areas to the main point(s) of entry for the proposed space will be considered.

The evaluation of proposals will also consider whether the configuration of the proposed space will enable the User Agency to establish a central Reception Area.

7.4.4. **Location and Distribution of Space**: Upper-level floors are usually sought for administrative functions, lower-level floors for offices generating substantial foot traffic. Basement space free from water or obstructions and with adequate window area will be considered. Contiguous space is preferred on one floor for a small office and on one or more floors for a large office. For a large office, a large floor plate that minimizes the number of floors is preferred.

7.4.5. **Daylighting**: Premises that provide window area equal to at least 25% of the exterior wall surface area are preferred and will receive a higher rating on this evaluation criterion

7.4.6. **Finished Ceiling Heights**: Finished ceiling heights of 8'-6" to 9'-6" high are preferred.

7.5. **Landlord Capacity**: The demonstrated capacity of the proposed Landlord to prepare the proposed space for occupancy by the Commonwealth and to provide the Landlord's Services and the Landlord's Improvements specified in the RFP and in accordance with the provisions of the Lease. Consideration will be given to the extent to which the proposed build-out meets the needs of the User Agency described in the RFP. The qualifications and experience of the proposed Landlord, design team, contractor, and property manager will also be considered.

If the User Agency occupies the proposed Premises and the proposal includes Landlord's Improvements, DCAMM will consider whether the proposed plan for completing such improvements will enable the User Agency to conduct business without unreasonable interference or interruption and whether the proposed plan will be implemented without additional cost to the User Agency.

7.5.1. **Timely Completion of Work**: The demonstrated capacity of the proposed Landlord, the design team, and contractor to substantially complete the design and construction of all improvements to the property required for the Commonwealth's occupancy by the desired Date of Occupancy identified in § A-1 of the RFP.

7.5.2. **Capacity to Complete the Project**: The demonstrated capacity of the proposed Landlord to finance the required improvements, and the demonstrated capacity of the proposed Landlord, design team, and contractor to design and construct the proposed space to meet the Commonwealth's needs.

Evaluation will consider the experience of the proposed Landlord in completing projects of similar cost and complexity and the experience of the proposed design team, contractor and property manager in designing, constructing, and managing projects and properties of a similar complexity, type, and size.

7.5.3. **Capacity to Operate and Maintain the Property**: The demonstrated capacity of the proposed Landlord, either directly or through contract, to provide the Landlord's Services specified in the RFP in a professional and timely manner and in accordance with the provisions of the Lease.

8. COMMONWEALTH POLICY OBJECTIVES; COST

8.1. **Commonwealth Policy Objectives**: Whenever feasible, it is DCAMM's policy to acquire leased space in a manner that supports:

8.1.1. **Historic Properties**: G. L. c. 7, § 40F mandates that whenever space in buildings is to be acquired for the use of state agencies, first consideration must be given to structures that have been certified as historic landmarks as provided by G. L. c. 9, §§ 26 through 27C, listed in the National Register of Historic Places as provided by 16 USC § 470a (1974), or designated historic landmarks by local historic commissions "unless use of such buildings would not be feasible in terms of costs and requirements when compared with other available properties."

8.1.2. **Leading by Example – Clean Energy and Efficient Buildings**: Executive Order No. 484 (EO-484) calls for the establishment of a *Leading by Example Program* to oversee and coordinate efforts at state agencies to "reduce their environmental impact." Examples of such efforts include, by way of example only and not limitation, promotion of energy conservation and clean-energy practices, waste

reduction and recycling, environmentally preferable procurement, toxics-use reduction, water conservation, sustainable transportation, open-space and natural-resource protection, and improved compliance practices. EO-484 directs agencies to reduce overall energy consumption at owned and leased (at which the state pays directly for energy) buildings 20% by fiscal year 2012 and 35% by 2020.

8.1.3. **South Coast Rail Economic Development and Land Use Corridor Plan (the Corridor Plan)**: The Corridor Plan was released in 2009 and is available at http://southcoastrail.com/CorridorPlan.html. Executive Order No. 525 (EO-525) declares that the Corridor Plan, "through an unprecedented civic engagement process, identifies priority areas for additional growth and for land preservation, thereby creating a long-term vision for the sustainable development of this region." EO-525 further declares that "the Corridor Plan's smart growth framework calls for the clustering of jobs and homes around new stations, in downtowns and village centers, and for the permanent protection of the South Coast's environmentally sensitive forests, wetlands, farms, and habitat areas." EO-525 directs agencies of the Commonwealth to "review their policies, actions and investments to support and implement the recommendations of the Corridor Plan." The South Coast region is comprised of the following cities and towns: Acushnet, Attleboro, Berkley, Bridgewater, Canton, Dartmouth, Dighton, Easton, Fairhaven, Fall River, Foxborough, Freetown, Lakeville, Mansfield, Marion, Mattapoisett, Middleborough, New Bedford, North Attleborough, Norton, Raynham, Rehoboth, Rochester, Seekonk, Sharon, Somerset, Stoughton, Swansea, Taunton, Wareham, and Westport. In those instances when DCAMM seeks to lease space in the South Coast region, proposers are invited to demonstrate, within their proposals, how their proposals are consistent with implementation of the recommendations of the Corridor Plan.

8.2. **Cost**: DCAMM will evaluate costs based on the present value of the total costs that will be incurred by the Commonwealth to use and occupy the proposed Premises under the provisions of the proposal throughout the Term. These costs include the Rent, any Additional Rent and other sums paid to Landlord, operating expenses paid directly by Tenant, such as separately metered utilities, and all other costs directly associated with the use of the Premises, such as the cost of shuttle service required to compensate for the proposed Building's location. Costs not contained in the proposal will be estimated based on information provided by the User Agency or other state leases, or obtained from market data.

Proposers are urged to read § 2 of the Lease Proposal (§ C-1 of the RFP) carefully. All cost information, including offers of free Rent, alternative reduced Rent schedules, etc., must be included in the proposal.

B. GENERAL SPECIFICATIONS

The Landlord's Services in § B-1 describe the services that the Landlord is to provide to the Tenant under the Commonwealth Office Lease. The Landlord's Services, with any modifications agreed to by the Commonwealth based on the selected proposal, will be incorporated into the Lease. The proposer must clearly identify in the proposal each proposed modification so that DCAMM, in consultation with the User Agency, can take this into account in evaluating the proposal. A condition of conditionally selecting the proposal may include a requirement that the proposer withdraw a proposed modification.

The Landlord's Improvements in § B-2 describe the improvements that Landlord is to provide to Tenant under the Commonwealth Office Lease. The Landlord's Improvements, with any modifications agreed to by the Commonwealth based on the selected proposal, will be incorporated into the Lease. The proposer must clearly identify in the proposal each proposed modification so that DCAMM, in consultation with the User Agency, can take this into account in evaluating the proposal. A condition of conditionally selecting the proposal may include a requirement that the proposer withdraw a proposed modification.

DCAMM encourages proposers to suggest ways to use existing or less costly improvements to meet the needs of the User Agency and to submit alternative proposals that meet the needs of the User Agency in a better or more cost-effective manner. DCAMM's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective alternatives.

1. LANDLORD'S SERVICES

1.1. **Hours of Operation**: Hours of operation are from [ ] a.m. to [ ] p.m. [Monday through Friday] except state holidays.

1.2. **Utilities**: Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the User Agency's office equipment and lighting within the Premises.

During the hours of operation, Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and must maintain the temperature within 70º and 74° Fahrenheit in the wintertime and within 72º and 76° Fahrenheit in the summertime. In the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms, Landlord must maintain the temperature at no more than 68º Fahrenheit 24/7.

1.3. **Maintenance of Premises, Appurtenant Areas, and Building**: Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenantable condition. Landlord must provide Material Safety Data Sheets for all products used on-site.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the hours of operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, life-safety systems and fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if indicated or dictated by local conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1.

Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

If the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must repaint all rooms listed under Meeting Areas and Entry Areas in the Space Allocation and Finish Schedule in § B-2 at the beginning of the fourth and the seventh year of the Lease Term in accordance with the specifications in § B-2, and Landlord must re-carpet all Entry Areas, Meeting Areas and circulation areas leading from the Entry Areas to the Meeting Areas at the beginning of the sixth year of the Lease Term in accordance with the Specifications in § B-2. Landlord must repaint all other painted surfaces within the Premises at the beginning of the fifth year of the Lease Term in accordance with the specifications in § B-2. Landlord is responsible for moving and returning furniture as necessary to accomplish painting and re-carpeting. The User Agency may waive this requirement in writing for certain rooms, or where protective wall covering is provided and installed.

1.4. **Building Security and Access**: Landlord must enable authorized employees of the User Agency to access the Premises at any time (24/7). Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Landlord must maintain and service, at Landlord's sole cost and expense, the security systems described in § B-2. For the intrusion alarm system and the water detection and temperature and humidity monitoring systems in the MDF and IDF, Landlord must provide a 24/7 alarm monitoring service to alert Landlord's property manager and User Agency of an alarm. All service fees, including the cost of the telephone line(s) required to operate the system, are at Landlord's sole cost and expense.

1.5. **Janitorial Services**: Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. Landlord must require such company to carry comprehensive liability insurance for not less than $2,000,000 combined single limit, and Workers' Compensation insurance covering all persons employed by such company in the Building and appurtenant areas, issued by a carrier or carriers qualified to conduct business in Massachusetts, and naming the Commonwealth of Massachusetts as an additional insured. Landlord must provide Material Safety Data Sheets for all cleaning products used on-site to Tenant and User Agency. Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Rooms; replenish paper and soap products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper products in all Staff Support Rooms; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H_20 points of use.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; buff uncarpeted floors; clean all door-entry window glass,

visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

Annually: Wash blinds; dust all high surfaces.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in Staff Support Rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.

Recyclables Collection: As needed but not less than once per week, empty Landlord-provided white-paper recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.

Cleaning Products and Methods, Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

1.6. **Preparation for Occupancy by Tenant**: Before Tenant occupies the Premises, Landlord must perform (or Landlord must cause Landlord's professional cleaning-service company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced, as specified in §2.7.3 Ventilation.

1.7. **Initial Indoor Air Quality Testing**: Within 30 days after the Date of Occupancy, Landlord must conduct, at Landlord's sole cost and expense, initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Material Measured	IAQ Standard/Guideline	Source
Carbon dioxide	800 ppm	MA DPH
Carbon monoxide	Less than or equal to outdoor concentrations	MA DPH
Particulate in air	.035mg/m^3	US EPA
VOCs	Less than or equal to outdoor concentrations	MA DPH

Landlord must deliver to Tenant and User Agency a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

1.8. **Indoor Air Quality Testing During Lease Term**: Within 30 days after receipt of a written request from Tenant, once during lease years 1 – 5 and again once during lease years 6 – 10 if the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must conduct, at Landlord's sole cost and expense, indoor air quality testing (IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. IAQ Testing must demonstrate results consistent with those identified above.

Landlord must deliver to Tenant and User Agency a written report (the IAQ Report) of the results of the IAQ Testing. If the IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

1.9. **Re-Balancing of HVAC System During Lease Term**: If the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord, at Landlord's sole cost and expense, must rebalance the HVAC system at the beginning of lease year 6 and Landlord must provide Tenant with a registered engineer's certification that the air distribution is properly balanced in accordance with the design intent as set forth in the approved Working Drawings, along with a copy of the supporting balancing report not later than ninety days following the beginning of lease year 6. Any deficiencies must be corrected by Landlord at Landlord's sole cost and expense.

1.10. **Professional Design Services**: The selected proposer must provide promptly, following selection of its proposal, professional design services to the User Agency to complete the Schematic Space Plan of the premises that will be incorporated into and made part of the lease as Exhibit B. These services must be provided at no additional cost to the User Agency.

1.11. **As-Built Plans; Cable Documentation**: Landlord must provide two complete sets of "as-built" plans in AutoCAD DWG format, one each to Tenant and User Agency, and the Cable Documentation described in § B-2.8.6 to User Agency, both no later than 60 days after the Date of Occupancy.

2. LANDLORD'S IMPROVEMENTS

2.1. Introduction

2.1.1. **Code and Regulatory Requirements**: All Building improvements must comply with the Massachusetts State Building Code, MAAB regulations, regulations for the Americans with Disabilities Act (ADA), and applicable CMR provisions. Where federal or local codes, or regulations, ordinances, or zoning laws apply (with respect to egress requirements, area allowances, rated assembly requirements, flame spread and smoke-generation characteristics of materials, etc.), the more restrictive regulation must be followed.

2.1.2. **Access for Individuals with Disabilities**: The Building and the Premises must be free of barriers preventing access to and use of the Premises by individuals with disabilities in accordance with applicable state and federal regulations.

2.1.3. **Project Schedule**: Lease Exhibit D is a comprehensive project schedule identifying work to be performed by Landlord and Tenant, and highlighting critical dates and a critical-path schedule for the completion of the Landlord's Improvements and including the installation of all equipment.

2.1.4. **Working Drawings**: All improvements to the Premises and related areas (the Landlord's Improvements, as defined in the Lease) must be provided and installed by Landlord and must be completed in accordance with the approved Working Drawings (as defined in the Lease) that are based on these General Specifications, including the Space Allocation and Finish Schedules in § B-2.

2.1.5. **Submittals**: The Working Drawings must include submittals to the User Agency for review, approval, and color selection, cuts, samples, and color swatches necessary to show the manufacturer's product line for any new finishes. The submittals covered include floor, wall, ceiling, and architectural-woodwork finishes and materials.

Landlord must provide Material Safety Data Sheets for materials used in construction upon or before submission of the Certificate of Completion (see § 3.2 of the Lease).

2.1.6. **Materials**: Whenever feasible, Landlord must use environmentally preferable materials such as materials with low emissions of volatile organic compounds (VOCs), materials with recycled content, or materials that are recyclable.

2.1.7. **Work in Occupied Areas**: If the Landlord's Improvements are to be carried out in Premises that will be occupied in whole or in part by the User Agency during the work, Landlord must isolate the occupied areas from the construction areas with appropriate temporary, air-tight physical barriers and must schedule construction activities that are likely to

disrupt the User Agency's operations for times after the Hours of Operation. Before commencing work, Landlord must submit a work plan to Tenant's Representative for review and approval identifying proposed measures to prevent migration of construction-generated pollutants to occupied areas and to ensure the continuity of the User Agency's ongoing operations.

2.2. **Walls**: Walls must be located as shown on approved Working Drawings. The standard wall is assumed to be 5/8" gypsum wallboard (GWB) on metal studding, spacing as recommended by manufacturer of metal studding. Other materials, including pre-finished wall systems, providing similar acoustics, durability, and physical appearance are acceptable.

To limit the production of dust and construction debris, DCAMM encourages the use to the greatest extent possible of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance as the conventional 5/8" gypsum wallboard (GWB) on metal studding assembly. For all new wall construction, Landlord must offset electrical outlets and similar openings. Landlord must provide and install 2" x 6" wood blocking as required for support of all wall-mounted elements. Landlord must refinish existing walls to match new partitions. All surfaces must be clean and smooth, and existing walls and/or partitions to be incorporated into the Premises must be prepared to receive the new finish specified.

DCAMM uses sound transmission coefficient (STC) ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations including the Gypsum Association.

2.2.1. **Demising Wall**: Demising walls separating the proposed Premises from other tenants and Building common areas must meet code requirements for fire separation. Demising walls must extend tight to the structural ceiling, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of $3^5/_8$" 25-gauge metal studs and tracks, fastened securely to floor and structural ceiling (and a row of horizontal stiffeners at midpoint of wall where required), with one layer Type X $^5/_8$" GWB on each side with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must apply acoustical sealant at bottom and top and at all penetrations, and provide and install sound attenuating blanket between studs.

2.2.2. **Full-Height Partition**: Landlord must provide and install full-height partitions as indicated on the Space Allocation and Finish Schedule in § B-2. Full-height partitions must achieve an STC rating of 40 or better. A suggested assembly consists of $3^5/_8$" 25-gauge metal studs and tracks with one layer $^5/_8$" GWB on each side extending six inches above the acoustical tile with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must fasten tracks directly to floor and structural ceiling or

install angle bracing from the structural ceiling to top of track to provide a rigid assembly.

DCAMM encourages the use of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance.

2.2.3. **Low-Height Partition**: Landlord must provide and install low-height partitions as specified on the Space Allocation and Finish Schedule in § B-2. Landlord must assume an average height of 60" for all low partitions; the User Agency reserves the right to specify up to three different heights during final design. Suggested assembly consists of $3^5/_8$" 25-gauge metal studs and tracks securely fastened to the floor with $^1/_2$" or $^5/_8$" GWB on each side. Landlord must brace with cross walls at a minimum of every 10' one side. Landlord must provide and install milled, stain grade overlapping wood cap over a continuous wood nailer for partitions visible from above. Modular low-height partitions may be submitted for consideration. **[Note to Project Manager: Accept this paragraph or delete if not required in SAFS]**

2.2.4. **Operable Partition**: Where and as indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install a top-supported operable partition to span the width and height of the room. The partition must be manually operable, must latch and must meet a minimum STC rating of 41 as a complete wall assembly. The use of Modernfold Acousti-Seal or Hufcor 600 Series product or approved equivalent is acceptable. Separate means of egress, light switches, and HVAC controls are to be provided for each portion of the room divided by the operable partitions. **[Note to Project Manager: Accept this paragraph or delete if not required in SAFS]**

2.3. **Doors**: Doors and frames must match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware must comply with all applicable accessibility requirements. Standard door and hardware upgrades, by type and location, are specified on the Space Allocation and Finish Schedule in § B-2. Where required by code, Landlord must provide and install UL labeled fire-rated metal doors and frames. Door/frame finish must consist of both one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. New doors must not contain particleboard components made with urea-formaldehyde binders. All existing doors and frames that will remain are to be prepared to receive new finishes.

2.3.1. **Tenant Entry Doors**: Landlord must provide and install 1¾” thick x 3’-0” wide x 6’-8” to 7’-0” high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. Landlord must add 18” x 6’-8” to 7’-0” high, tempered glass sidelight in metal or wood frame adjacent to door; actual size to be confirmed during final design.

2.3.2. **Standard Interior Door and Frame**: Landlord must provide and install $1^{3}/_{4}$" thick x 3'-0" wide x 6'-8" to 7'-0" high solid core wood flush doors with hardwood stain grade veneer in extruded aluminum or 16 gauge steel frames, knock-down construction, with $^{5}/_{8}$" deep stops, with factory-applied transparent finish or with factory-applied primer to receive two coats of compatible paint finish on-site.

2.3.2.1. **Sidelight**: Landlord must add one 18" wide x 6'-8" to 7'-0" high tempered glass sidelight in matching frame next to each door of all offices, meeting rooms, training rooms, interview rooms, and conference rooms identified on the Space Allocation and Finish Schedule in § B-2.

2.3.2.2. **Vision Panel**: Landlord must add door manufacturer's standard glass vision panel, approximately 9" wide x 30" high located at eye level on the latch side of the door for all passageways and equipment rooms such as mail rooms, storage rooms, file rooms, MDF and IDF rooms identified on the Space Allocation and Finish Schedule in § B-2.

2.3.3. **Interior Glass and Glazing**: All interior glass and glazing is to conform to Massachusetts State Building Code with attention to the Specific Hazardous Locations provisions.

2.3.3.1. **Privacy Film**: Landlord must provide and install privacy film on the interior face of all glass sidelights, with pattern, size, and height to be confirmed by the User Agency during the design phase.

2.4. Hardware

2.4.1. **Standard Hardware Package**: On standard interior doors, Landlord must provide and install Grade 2 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops $^{5}/_{8}$" deep. Latchsets are to be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish. Landlord must provide and install one coat hook on the inside face of each office door.

2.4.2. **Locks**: Landlord must provide and install cylinder lockset using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the User Agency master, at all storage and equipment rooms, tenant entry doors and at locations as noted on the Space Allocation and Finish Schedule in § B-2.

2.4.3. **Heavy-Duty Hardware Package**: Landlord must provide and install heavy-duty Grade 1 hardware including ball bearing hinges, cylinder lockset, and deadbolt with minimum 1" throw and concealed hardened steel roller. Latchsets are to be Arrow, Best or Schlage only. Landlord must provide and install turnpiece on inside face of door. Up to two additional deadbolt units are to be provided and installed when indicated

on the Space Allocation and Finish Schedule in § B-2. Landlord must install closers and panic bars as required by code.

2.5. **Finishes and Specialties**: The following finishes and specialties are minimum standards; all finishes are subject to approval. New finishes must be chosen from manufacturers' open stock to allow proper matching. Refer to the Space Allocation and Finish Schedule in § B-2 for location of all finishes.

2.5.1. **Ceilings**: Ceilings may be new or existing acoustical tile systems, or exposed ceilings may be acceptable in historic renovations, subject to DCAMM approval, if utilities are organized and the visual appearance is pleasing. For new installation, Landlord must provide and install an acoustical tile ceiling system consisting of 2' x 2' x $^5/_8$" or 2' x 4' x $^5/_8$" lay-in panels in a lay-in suspension system. New ceiling tiles must contain post-consumer recycled material and must not contain formaldehyde or vinyl facing. Ceilings must be at least 8 feet and no more than 11 feet from the floor. All piping must be concealed in hung ceiling. If the existing system is to be reused, it must be level and meet standards of new construction. Landlord must remove all soiled or damaged ceiling tiles and replace to match finish, pattern, and color of surrounding tiles. Landlord must replace bent or otherwise damaged grid members.

2.5.2. **Floors**: Floor finishes for all rooms/areas are specified on the Space Allocation and Finish Schedule in § B-2, and must comply with all applicable accessibility requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors must be level and smooth before laying down agency floor finishes.

2.5.2.1. **Carpet Tile and Straight Base**: Except where otherwise indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install solution dyed stain-resistant carpet tile with minimum pile thickness of .101 inch, minimum pile density of 6,000 ounces per cubic yard, and minimum weight density of 100,000 ounces per cubic yard. Carpet tile must have a minimum ten-year guarantee, anti-static warranty, and a Green Label or Green Label Plus certification from the Carpet and Rug Institute Indoor Air Quality Test Program. Where adhesive use is required, Landlord must use water-based or low resin adhesives that meet the Green Label or Green Label Plus certification and must adjust maintenance procedures to ensure durability of resins, as per manufacturer's recommendations. Landlord must provide and install 4" rubber or wood straight wall base.

2.5.2.2. **Resilient Tile Flooring and Cove Rubber Base**: In areas indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install 2.5 mm thick commercial-grade linoleum tile flooring. Landlord must install 4" cove rubber base along all walls.

2.5.3. **Wall Finish**

2.5.3.1. **Paint**: Landlord must provide and install one coat of appropriate primer/sealer and two coats of egg-shell or semi-gloss latex paint; up to three colors, selected by Tenant. All painted and sealed surfaces must be lightly sanded between coats to give a clean smooth finish. All paints must be of low- or no-VOC content and meet current Green Seal or Greenguard standards for interior coatings.

In high traffic public areas indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install a seamless, all-acrylic spray-applied interior wall finish as a wainscot, and a wood chair rail above.

2.5.4. **Specialties**

2.5.4.1. **Signage**: Landlord must provide and install a User Agency signage system that includes all room numbers and room names (e.g., conference, storage, etc.) with changeable inserts or applied dye-cut vinyl letters. Landlord must provide and install directories at main entrance(s) and each floor of multi-story buildings to allow visitors to easily find their way to the leased Premises. In buildings occupied solely by the Commonwealth, Landlord must provide and install exterior sign(s) indicating the Commonwealth of Massachusetts, the User Agency name(s), street address, and town. Landlord must provide and install signs to meet all applicable accessibility requirements.

2.5.4.2. **Window Coverings**: Landlord must provide and install window coverings that allow transmission of visible light, such as polyester screencloth with UV resistance, and that have anti-fungi and anti-bacterial characteristics. The type and color are to be selected by the User Agency.

2.6. **Plumbing**

2.6.1. **Plumbing for Reverse Osmosis System:** Landlord must provide and install a ¾" cold water feed with back-flow preventer and a floor drain in the H_2O Reverse Osmosis Equipment Room identified on the Space Allocation and Finish Schedule in § B-2. During construction of the improvements, Landlord must allow the User Agency's service provider access to the Premises to enable the installation of flexible lines to the H_2O points of use. For small installations, Landlord may plan for the installation of the filtration system under, or next to, the sink serving the Staff Support Room described below.

2.6.2. **Plumbing for Staff Support Room:** Landlord must provide and install an ADA-compliant double-basin stainless steel sink with 33" x 22" x 6" minimum overall dimensions in the counter of the Staff Support Room

described in § 2.9 Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule in § B-2.

2.7. **Heating, Ventilation and Air Conditioning (HVAC)**: DCAMM encourages the installation of high efficiency heating and cooling equipment and installation of an energy management system.

2.7.1. **Certification and Balancing**: Before the Premises are deemed available for occupancy, Landlord must furnish the following certifications:

- a registered engineer's certification that the Building HVAC systems as designed and constructed will satisfy the requirements of the Lease
- a registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings, along with a copy of the supporting balancing report

Any deficiencies must be corrected by Landlord at Landlord's sole expense.

2.7.2. **Heating and Air Conditioning System**: The distribution systems must be designed to maintain the temperature throughout the Premises within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. HVAC sound levels are not to exceed a noise criterion (NC) number of 35. In the MDF and IDF rooms, the temperature must be maintained at no more than 68° Fahrenheit 24/7.

2.7.3. **Ventilation**: Office areas, restrooms, conference rooms, staff support areas and special equipment rooms must be ventilated in compliance with the more restrictive requirements of the latest versions of the Massachusetts State Building Code, the Building Officials & Code Administrators International, Inc. (BOCA) National Mechanical Code or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards. Ventilation equipment must be installed and maintained in accordance with the manufacturer's recommendations.

Landlord must take precautions to prevent foreign matter from getting into equipment and ductwork during construction. All new ductwork must be cleaned of foreign matter and flushed out before the system is placed into service, and Landlord must clean all existing supply air, return air, and exhaust air ductwork systems identified to remain. Landlord must install temporary filters in all air handling units and at each return air grill when operating the system during construction. Landlord must replace these filters as needed during construction, and must install new filters in all equipment immediately prior to occupancy by Tenant.

2.7.4. **Zone Control and Thermostats**: Landlord must provide and install one thermostat or temperature control per zone. The zones must be delineated based on the types of space, the types of use, and the activities and hours of operation of the User Agency. Areas of disparate heat gain and heat loss (i.e. areas located alongside exterior windows or walls vs. areas that are not bound by exterior windows or walls, conference rooms, training rooms, equipment rooms, etc.) must be zoned separately.

Premises must be zoned separately from other Building areas and must be controlled by thermostats that are located solely within the Premises. All thermostats must be tamperproof.

2.7.5. **CO_2 Sensors and Air Exhaust Fans:** Landlord must provide and install a CO_2 sensor and an associated air exhaust fan in each room with an area of 300 square feet or more under the category Meeting Area in the Space Allocation and Finish Schedule in § B-2.

2.7.6. **Carbon Monoxide Detectors**: Landlord must install, maintain, and service carbon monoxide detectors throughout the Premises for all buildings that rely on the combustion of fossil fuel as a source of energy for the HVAC system, for hot water, or for any other purpose, or for buildings connected to parking garages or to areas used for the storage of vehicles or equipment that use fossil fuel. The detectors must be hard-wired units with battery back-up, meet UL standard 2034, and be installed in accordance with the manufacturer's recommendations. Landlord must install at least one detector per 3,000 square feet or portion thereof. The detectors must be installed in open areas with no barriers to airflow. Landlord must replace batteries in each detector as needed, but not less than once a year.

2.8. **Electrical**: Landlord must provide and install an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures must be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

2.8.1. **Service**: Electrical service must be of sufficient capacity (277/480 volts or 120/208 volts) to provide adequate power for the Building electrical equipment and the power required to operate all equipment of the User Agency described in § B. Except for main distribution switchboard in multi-tenant buildings, power panels must not be shared with other tenants. Landlord must provide and install panel(s) for lighting branch circuits independent from panel(s) supplying receptacles and power-operated equipment in all tenant spaces above 6,000 square feet. All power and lighting panels must have bolt-on type circuit breakers, a door with lock and key, and must include a typewritten directory on the inside of the door. Landlord must allow 4 watts per square foot for receptacles and lighting, and provide and install one spare circuit for every five active circuits, based on the recommendations of the National Electrical Code.

2.8.2. **Wiring**: All wire must be copper. The size of feeders must be determined by connected loads and be of adequate size to comply with code-required voltage-drop limitations. Wiring must be installed in raceways such as EMT or in rigid steel conduit. Type NM (romex) may not be used where the ceiling is used as a plenum. BX (metal-clad) cable may be used above hung ceilings and in partitions. Where building conditions do not permit concealment of wiring, Landlord must use surface metal raceways, such as Plugmold or Wiremold. Landlord must make final connections to motors with seal-tite type conduit and fittings. Independent grounds for computer outlets must be insulated copper wire; metal raceways must not be used as a ground.

2.8.3. **Outlets**: Landlord must provide and install 20-amp, 120-volt floor or wall-mounted duplex outlets with independent ground as follows: two per workstation and per 75 square feet of open office area; two in each enclosed office or room of 100 square feet or less; and in each enclosed office or room in excess of 100 square feet, one duplex outlet for every additional 100 square feet or fraction thereof. Plugmold may be installed at transaction counters, one duplex outlet per position. Power poles (one per 600 square feet) may be used to provide power to the outlets. Landlord must not connect more than eight standard duplex receptacles per circuit. Landlord must not connect more than the equivalent of one circuit for every two modular workstations, if applicable.

In all Staff Support Rooms described in § 2.9 Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power the User Agency-supplied refrigerator, microwave oven, H_2O point of use, and/or vending machines within the Staff Support Room. All power outlets in the Staff Support Rooms must each be connected to a separate, dedicated circuit.

2.8.4. **Electrical Connections for User Agency-Provided Systems Furniture (Workstations) described in the Space Allocation and Finish Schedule (SAFS)**: Landlord must bring power to and connect the User Agency-provided liquid-tight whips to the User Agency-provided modular furniture system. The modular furniture system has three common 20-amp circuits, and one dedicated 20-amp computer circuit. Landlord must plan one such power feed for every six workstations at a ratio of 2 workstations per circuit.

2.8.5. **Floor Core with Poke-Thru Device and Empty Conduit With Pull String:** In all Rooms where a ceiling-mounted projector (by Tenant) and a floor core with poke-thru (by Landlord) are noted in the Comments section of the Space Allocation and Finish Schedule in § B.2, Landlord must install a 1 ½" empty conduit with pull string from the floor core to the top of the wall closest to the location of the projector for installation

of A/V cabling by Tenant's vendor, and the poke-thru device must accommodate voice, data, power, and A/V outlets.

2.8.6. **Lighting and Switches**:

All fixtures must be compatible with the ceiling system and must be installed flush with the normal ceiling surface. Lighting fixtures must be spaced to maintain a uniform lighting level of 50-foot candles at desk-top height above desks, in individual offices and modular workstations in the open areas. The lighting level in circulation areas, storage rooms, and conference rooms may be lower and follow the guidelines of the Illuminating Engineering Society of North America (IESNA).

For all new installations, all fixtures must be UL-listed recessed 2' x 2' or 2' x 4' energy-efficient fixtures with T-5 fluorescent lamps, energy-saving electronic ballasts, and direct/indirect acrylic lenses.

For existing installations where light fixtures are being re-used or are being retrofitted for re-use, all fixtures must, at a minimum, be UL-listed 2' x 2' or 2' x 4' energy-efficient fixtures with fluorescent lamps, energy-saving electronic ballasts, and 1" silver-finish paracube or parabolic lenses.

Light fixtures in conference rooms measuring 300 square feet or more must be dimmable

Landlord must provide and install one single pole lighting switch per enclosed room and per 600 square feet of open floor area. Divisible spaces and areas with more than one access point must have three-way or four-way switching. All switches must be located adjacent to the entrance door(s) of each space. All lighting switches must be equipped with occupancy-sensor devices and must be linked to an energy-management system (EMS). In all Entry Areas, Landlord must provide and install locked panels to prevent tampering.

2.8.7. **Voice Cabling**: Landlord must provide and install a complete voice cabling system for the leased space that conforms to the Commonwealth's Information Technology Division (ITD) Cabling Standards and Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with copper riser cable for voice, and access conduits or sleeved cores. A printable version of the Standards and Guidelines may be downloaded from <http://www.mass.gov/anf/research-and-tech/policies-legal-and-technical-guidance/tech-guidance/infrastructure-guidelines/cabling-standards-and-guidelines.html>. Landlord must provide and install adequate wall-mounted plywood backboard, and 110 punch-down blocks or rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each telephone jack/extension from the modular patch panel in the Main Distribution Frame (MDF) to the extension

location, including all individual extensions in the modular systems furniture. Pre-cabling must consist of one plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cable connecting to dual faced modular RJ-11 or RJ-45 jacks, or as required by the voice-station equipment, at the extension. The exact jack type must conform to the Commonwealth's Information Technology Architecture and Enterprise Standards/Cabling standards and guidelines.

Station cable to the Intermediate Distribution Frame(s) (IDF) must terminate into a 110-type punch-down block. Cables must be cut down in numerical order. Cables must include six feet of extra length, looped in the room to allow for future adjustment of blocks. All station cabling must conform to ITD's Cabling Standards and Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install telephone communications outlets as follows: two in each conference room, hearing room and any other room/office of 100 square feet or less; three in all rooms/offices greater than 100 square feet or more in rooms noted in the Space Allocation and Finish Schedule in § B-2; one per workstation and one per 150 square feet of open office area. Locations to be confirmed by the User Agency during the design phase.

Landlord must provide, at Landlord's expense, a qualified communications installer certified in the installation of low voltage cabling authorized by the User Agency to cable for telephone.

Landlord must provide a secure storage area in the Building for telephone equipment at no cost to the User Agency one month before the initial scheduled date of occupancy of the proposed space. The User Agency must be permitted access to the proposed Premises before the date of occupancy without charge to install the voice/data system and other fixtures as required.

Landlord must allow the telephone service provider access into the Building before occupancy to enable the installation of trunk lines and interface equipment. The trunk lines must terminate within the space occupied by the User Agency, in the MDF.

2.8.8. **Data Cabling**: Landlord must provide and install a complete data cabling system for the leased space that conforms to the Commonwealth's Information Technology Division (ITD) Cabling Standards and Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with fiber riser cables for data, and access conduits or sleeved cores. A printable version of the Standards and Guidelines may be downloaded from <http://www.mass.gov/Aitd/docs/policies_standards/cablingstandardsandguidelines.pdf>. Landlord must provide and install adequate plywood backboard, and rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each data jack/extension from the rack-mounted modular RJ-45 patch panel in the MDF to the jack location including all individual jack locations in the modular systems furniture.. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual faced modular RJ-45 jacks, or as required by the data equipment, at the extension. The exact jack type must conform to the Commonwealth's Information Technology Architecture and Enterprise Standards/Cabling standards and guidelines. Installation must not exceed a 100-meter insertion loss.

Landlord must supply patch panels and equipment cabling as required by the User Agency during the design phase. All data cabling must conform to the Commonwealth's Information Technology Architecture and Enterprise Standards/Cabling standards and guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install data outlets as follows: two in each conference room, hearing room and any other room/office of 100 square feet or less; three in all rooms/offices greater than 100 square feet or more in rooms noted in the Space Allocation and Finish Schedule in § B-2; and one per workstation and per 150 square feet of open space area. Locations to be confirmed by the User Agency during the design phase.

Landlord must provide, at Landlord's expense, a qualified data cabling installer certified in the installation of low voltage cabling authorized by the User Agency to cable for data.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air-conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. All data cabling must be at least one foot away from power unless it is run in separate conduit or cable trays.

All twisted pair cable must be tested by the installer for opens, shorts, crossed pair, properly terminated connections and the ability to meet Category 6. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification.

Station locations must be marked on connection blocks at all IDF and MDF. The first pin for each station cable must be identified.

Cable Documentation: The cable installer must provide clean and legible "as-built" cable drawings and records as part of the system installation. These drawings must, at a minimum, show the location of the MDF and the location and type of all IDFs, all distributing cable runs, and all outlets. Cable record must, at a minimum, include station number,

horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

2.8.9. **Main Distribution Frame (MDF)**: Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the User Agency's voice, data, and security system equipment in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF. For the purposes of this RFP, Landlord is to assume a need for [ ] 20-amp circuits and [ ] L5-20R NEMA receptacles mounted to the side of the cable trays.

In addition to general lighting, Landlord must install two emergency power failure lights, and six convenience outlets.

Landlord must equip the MDF with the following:

- hand-held fire extinguishers at locations and in the amount indicated by codes
- a protective cage on each sprinkler head
- a smoke-detection system linked to the Building fire alarm system
- a water-detection system linked to the security system monitoring service
- an ambient-temperature and humidity monitoring system linked to the security-system monitoring service
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 70 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must design an air-conditioning system sufficient for the equipment, plus a 30% load increase
- approximately 12'-0" x 8'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room) and a minimum of [ ] linear feet of ladder racks for installation of the User Agency's equipment
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code

The MDF must be kept free of dust, and no radio frequency interference (RFI) or electromagnetic interference (EMI) producing equipment may be located in the MDF.

The MDF should be centrally located within the User Agency's Premises. During the design phase, Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must confirm that the proposed lay out of the User Agency's equipment, including a 30% growth factor, and the Landlord's air conditioning equipment does not exceed the structural capacity of the floor in the MDF.

2.8.10. **Intermediate Distribution Frame(s) (IDF)**: In addition to the MDF Room, Landlord must build-out IDFs, as needed, to comply with ITD's Cabling Standards and Guidelines. For purposes of this RFP, Landlord must assume one IDF per floor proposed. Landlord must provide and install dedicated power to the IDFs, as well as any electrical adapters or receptacles required to operate the User Agency's voice and data equipment. For the purposes of this RFP, Landlord must assume a need for [ ] 20-amp circuits and [ ] L5-20R NEMA receptacles in each IDF.

Landlord must install one emergency power failure light in each IDF.

Landlord must equip each IDF with the following:

- a protective cage on each sprinkler head
- a smoke-detection system linked to the Building fire-alarm system
- a water-detection system linked to, the security-system monitoring service
- an ambient-temperature monitoring system linked to the security-system monitoring service
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load: ambient temperature of not more than 70 degrees Fahrenheit
- approximately 4'-0" x 8'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards
- a 12"-wide ceiling-mounted cable-tray system (assume half the perimeter of the room) and a minimum of [ ] linear feet of ladder racks for installation of the User Agency's equipment
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code

The IDF must be kept free of dust, and no radio-frequency interference (RFI) or electromagnetic-interference-(EMI)-producing equipment may be located in the IDF.

2.8.11. **Security Systems**

2.8.11.1. **Intrusion Alarm**: Landlord must provide and install an intrusion alarm system to serve the Premises. This system must, at a minimum, include motion detectors and contact alarms for all doors and operable windows, all of which must

be connected to a security monitoring service staffed 24/7 to alert Landlord's property manager and User Agency. The system must be approved by the User Agency before Landlord installs the system.

2.8.11.2 **Card Access Control System**: Landlord must provide and install a card access control system with proximity readers to serve the Premises. At a minimum, this system must include: a server and head-end terminal with the associated software, memory and capacity sufficient to store and retrieve a minimum of a 120-day history; card readers at each entry and stairwell door leading to or from the premises, at the MDF and IDF rooms, and at up to [ ] other locations to be confirmed by the User Agency during the design phase; emergency exit override switches, where required; and one proximity card per staff plus 10% extra. The system must be compatible with the building card readers, if the building is equipped with such a system. The system must have the ability for multi-level access programming and the ability to read 125 megahertz ID cards.

2.9. **Assemblies and Architectural Woodwork:** All work under this section must conform to MAAB recommendations. Landlord must follow AWI custom grade standards for quality of construction and materials; scribe all work to fit; and provide all hardware (i.e., hinges, pull catches, standards and brackets) as required for a complete facility. The finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. High-pressure, general purpose-type laminate, class 1 must be used throughout. Horizontal surfaces must be .028" thick, color to be selected by the User Agency. All boards having an exposed surface of plastic laminate must have a .050" thick plastic laminate backing type M or type S applied to the opposite side of the backing material. Landlord must provide and install backsplashes scribed to fit at all installations. All underlying stock for casework must be water-resistant, particle board.

2.9.1. **Counter and Cabinetry in Staff Support Rooms:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base and overhead cabinets with surface-mounted doors in all Staff Support Areas identified on the Space Allocation and Finish Schedule in § B-2.

The assemblies must meet all requirements for accessibility for the disabled, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § 2.6 Plumbing and in § 2.8 Electrical.

2.9.2. **Chair Rail**: Landlord must provide and install a 1" x 4" milled chair rail finished with either one coat sealer/two coats semi-gloss enamel paint, or

two coats polyurethane, with or without stain, in all conference rooms, hearing rooms, interview rooms, and waiting areas identified on the Space Allocation and Finish Schedule in § B-2.

2.10. **Space Allocation and Finish Schedule (SAFS)**

2.11. **Technical Exhibits**

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: NAME OF AGENCY, CITY OR TOWN OF SEARCH AREA

DCAMMM PROJECT NO:

TYPE OF ROOM OR AREA	PERSONNEL SPACE STAFF	SF	SUBTOTAL	SUPPORT SPACE UNITS	SF	SUBTOTAL	TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
STAFF AREAS										
Senior Manager	1	150	150				150	Full	CPT	Lock
Manager	2	100	200				200	Full	CPT	Lock
Senior Professional	2	77	154				154	Low	CPT	
Professional	2	56	112				112	Low	CPT	
Administrative Assistant	2	56	112				112	Low	CPT	
Support Staff	2	56	112				112	Low	CPT	
Visitor Work Area	2	49	98				98	Low	CPT	
Subtotal Staff Areas	13		938				938			
SUPPORT AREAS										
Records				1	323	323	323	Full	RSF	
Copy/Mail				1	90	90	90	Low	CPT	
Main Distribution Frame (MDF)				1	200	200	200	Full	RSF	Lock
Intermediate Distribution Frame (IDF)						0	0	Full	RSF	
Staff Support Room				1	143	143	143	Full	RSF	
Storage/Supply				1	70	70	70	Full	RSF	Lock
Library				1	190	190	190	Full	CPT	
Subtotal Support Areas						1,016	1,016			
EQUIPMENT IN OPEN AREAS										
Bookcase					3	0	0	Open	CPT	
Shelving					3	0	0	Open	CPT	
File Cabinets (VF)					7.5	0	0	Open	CPT	
File Cabinets (LF)					9	0	0	Open	CPT	
Storage Cabinet					9	0	0	Open	CPT	
Copy Station					24.5	0	0	Open	CPT	
Fax/Printer Area					24.5	0	0	Open	CPT	
Subtotal Equipment in Open Areas						0	0			
MEETING AREAS										
Interview Room				1	100	100	100	Full	CPT	
Hearing Room				1	165	165	165	Full	CPT	
Training Room						0	0	Full	CPT	
Conference Room						0	0	Full	CPT	
Subtotal Meeting Areas						265	265			
ENTRY AREAS										
Seating						0	0	Low	CPT	
Queuing						0	0	Open	CPT	
Receptionist/Transaction Counter	1	56	56			0	56	Low	CPT	
Subtotal Entry Areas	1		56			0	56			
Subtotal	14		994			1,281	2,275			
Circulation						35%	796			
TOTAL USABLE AREA							**3,071**			

FOR PLANNING PURPOSES

Codes for Schedule:
SF: Usable Square Feet

Partition and Floor Cover Codes:
Full: Office or room with full height partitions and door
Low: Open-area with low-height partitions
Wkstn: Open area with agency-installed systems furniture
Open: Open area with no partitions
CPT: Carpet
RSF: Resilient sheet flooring

Project No:

INSTRUCTIONS FOR PREPARATION, LABELING AND SUBMISSION OF LEASE PROPOSALS

A. Preparation of Proposals

Proposals must be submitted on the Division of Capital Asset Management and Maintenance (DCAMM) Lease Proposal form included with this RFP. A proposal consists of the Lease Proposal form and such attachments as are requested in the Lease Proposal or the RFP. Please submit three copies of the Lease Proposal, each signed by the proposer.

Please note, a Microsoft Word format of the Lease Proposal is now available for downloading at http://www.comm-pass.com. Click the "Solicitations" tab at the top of the screen and follow the navigation links and buttons to the documents for the RFP to which you are responding. The Lease Proposal is available under the "Forms and Terms" tab. It can be downloaded, filled out electronically, and printed for submission consistent with the instructions below for labeling and submission of proposals. When filling out the Lease Proposal electronically, use the Tab key to move from block to block. For blocks that need to be filled in with a checkmark, tab to the appropriate block(s), and type in "X."

B. Sealing and Labeling of Proposals

Proposals must be submitted in a sealed envelope on which the following information is clearly marked: the name of the User Agency, the Project Number, and the Proposal Submission Deadline. This information is contained on Page A-1 of the RFP. In addition, the name and address of the proposer must be on the envelope. If you plan to use a courier service or agent, enclose the proposal in a separately-labeled sealed envelope to prevent it from being opened before the deadline.

If proposals are not properly labeled they will likely be opened before the deadline. Proposals opened before the deadline as the result of mislabeling or incomplete information will be rejected and returned to the sender.

C. Submission of Proposals

Proposals must be received at the following address on or before the proposal submission deadline specified on Page A-1 of this RFP:

Division of Capital Asset Management and Maintenance
Office of Leasing and State Office Planning
One Ashburton Place
14th Floor – Room 1411
Boston, Massachusetts 02108

The time clock located in the reception area of the DCAMM Office of Leasing and State Office Planning is used to establish the official time for receipt of proposals. If proposals are mailed, be sure to allow sufficient time for delivery to DCAMM and distribution to the Leasing Office. Proposals may not be submitted via e-mail or fax.

Proposals received by DCAMM after the submission deadline will be returned unopened to the sender. A firm proposal submission deadline is necessary to insure fairness to all proposers.

D. Submission of Multiple Proposals

Proposers may submit separate proposals for premises in different buildings or for different premises within the same building. Proposers may also submit alternative proposals for the same premises.

E. Withdrawal of Proposals

Proposers may withdraw their proposals only by written notice to DCAMM at the above address.

THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGES OR ALTERATIONS MADE TO THIS FORM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

LEASE PROPOSAL

User Agency: Project No.:

To: Director, Office of Leasing and State Office Planning
Division of Capital Asset Management and Maintenance
One Ashburton Place, 14th Floor – Room 1411
Boston, Massachusetts 02108

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications within the RFP. The undersigned acknowledges that the proposed property must comply with all RFP specifications before occupancy by the User Agency unless unambiguously stated otherwise in this Proposal, the undersigned is an eligible proposer as defined in the RFP, and there are no known obstacles to prevent the owner from executing a lease or that could invalidate such lease. The undersigned confirms that the owner of the proposed property will 1) enter into a lease substantially in the form of the lease document attached to the RFP, 2) provide a statement under oath listing the names and addresses of all persons having a direct or indirect beneficial interest in the property, as required by G. L. chapter 7, § 40J, 3) provide a certification that all state taxes and employment-security contributions have been paid by the owner in accordance with G. L. chapter 62C, § 49A and chapter 151A, § 194(b), and 4) execute under oath a Certificate of Compliance with Executive Order No. 481 (the official forms for items 2), 3), and 4) of this sentence immediately follow the official lease-document form that is referenced in item 1) of this sentence). The undersigned acknowledges that DCAMM may reject all proposals, or waive portions of the RFP for all proposals if DCAMM deems such rejection, waiver, or both to be in the Commonwealth's best interests. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

1.1. Location and Search Area:

Address of Proposed Building:
Floor No.:
City: State: Zip Code:
Confirm that the proposed Building is located within the search area defined in the RFP. ☐ Yes ☐ No

1.2. Usable Area
Proposed Usable Area: _____ USF (see RFP § 4.5 for definition of "Usable Area")
Existing Use:

1.3. Commonwealth Lease and Term

Proposed Term of Lease _____Years (see RFP § 1.3)
Confirm that the proposed landlord will enter into a lease substantially in the form of the Commonwealth Lease attached to the RFP without material modification. ☐ Yes ☐ No
Please attach a separate sheet identifying all proposed revisions.

1.4. Proposer

Name of Proposer:
Contact:
Company Name:
Proposer's Address: Tel:
City: State: Zip Code: Fax:
E-mail:
Proposer is submitting this proposal as (see RFP § 4.3 for definition of "Eligible Proposer"):
☐ Record Owner ☐ Broker or Agent ☐ Prospective Purchaser ☐ Tenant whose lease permits subleasing

Proposer represents and warrants that 1) the information and statements in this Proposal are complete and accurate to the best of the Proposer's ability to make them so, and 2) the Proposer has not communicated with any representative of the Commonwealth of Massachusetts regarding preparation of this Proposal other than the DCAMM Project Manager.

Proposer's Signature: _____ Date:_____

1.5. Property Owner

Name: Name of Principal(s):
Address: Tel:
City: State: Zip Code: E-mail:

2. Cost

Complete the Table below by filling in the components of the proposed Total Annual Rent for each year of the lease term and identify the estimated amount for Landlord's Improvements that is included in the proposed Total Annual Rent. Please complete the Table using total dollars/year; DCAMM will confirm the usable area of the proposed Premises to arrive at a rate/usf.

The far-left column identifies components of the Annual Rent. If one or more component is excluded from the proposed Total Annual Rent, write "Excluded" in the appropriate boxes in that row. If one or more component is included within another component, write "Included" in the appropriate boxes in that row. Confirm that amounts are entered in the appropriate box so that the Total Annual Rent equals the sum of the amounts entered.
Under "Comments," please provide information about excluded costs and any other costs that require explanation.

DCAMM encourages submission of gross flat-rent proposals that include the cost of all Landlord's Improvements and Landlord's Services.

Include *all* cost information for the proposal on this page.

Annual Rent ($/yr)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Base Amount for Rent:					
Amount for Janitorial Services:					
Amount for Lights and Plugs:					
Amount for Reserved Parking:					
Amount for Other:					
Amount for Other:					
Amount for Other:					
Total Annual Rent:					
Estimated amount for Landlord's Improvements (see section B of RFP) included in the Total Annual Rent: $_____					

Comments:

Instructions: Complete the remaining sections. Attach additional pages, if necessary to provide complete responses. Attach all documents requested, including any information that may assist the Commonwealth in evaluating your proposal.

3. Location

3.1. Parking

See RFP § 1.3 for the number of spaces needed, and § 4.6, § 4.7, and § 4.8 for definitions of parking.

Reserved Parking: Identify below the number and location of reserved parking spaces included in this proposal:

Address/Location	# Standard	# Accessible	Total #

Public Parking: Identify the number of public parking spaces within one-quarter mile of the proposed Building: _____, and the number of accessible space(s) for the disabled public: _____.
Drop-Off Parking: Identify the number and location of drop-off spaces included in this proposal:

Address/Location	# Standard	# Accessible	Total #

3.2. Access

List closest highway exits and major arterial roads and estimate their distance from the proposed Building:

List public transportation serving the Building, identify nearby stops and stations and estimate their distance from the proposed Building:

Identify any existing or proposed shuttle serving the Building, noting its route, hours of service, and schedule:

Is the cost of this service included in the proposed rent?

3.3. Proximity

If the RFP § 7.2.2 identifies any site which the User Agency needs to be near, estimate the distance and travel time between the proposed Building and the identified site:

3.4. Neighborhood Characteristics

Identify all uses in the immediate vicinity of the proposed Building (within approximately 1/10 mile).

- ☐ Office
- ☐ R&D
- ☐ Vacant Land
- ☐ Retail
- ☐ Warehouse
- ☐ Other (specify): _____
- ☐ Residential
- ☐ Manufacturing
- ☐ Restaurant/Food
- ☐ Industrial

List amenities (banks, restaurants, shops, etc.) within a ten-minute walk of the Building:

Describe neighborhood characteristics relating to safety and security:

4. Building Conditions: Exterior Envelope, Systems and Common Areas

4.1. Barrier-free Access

Confirm that the Building will comply with the requirements for access for individuals with disabilities. ☐ Yes ☐ No

Check **E** for those that are accessible now, and **P** for those that are not but will be made accessible prior to occupancy.

E	P		E	P		E	P	
☐	☐	Site	☐	☐	Building Entrance(s)	☐	☐	Common Area Restrooms
☐	☐	Parking	☐	☐	Common Area Hallways	☐	☐	Elevators
☐	☐	Proposed Premises						

4.2. Hazardous Substance (see § 5.6 of the Lease)

Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. ☐ Yes ☐ No

If you answered No above, please identify all conditions about which there is knowledge or notice. DCAMM may request a copy of all reports on such conditions.

Warrant and represent that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building.

☐ Yes ☐ No

4.3. Building Statistics

Building gross sf: _____ Building rentable sf: _____ Building usable sf: _____

Year of initial construction: _____ Original use: _____

No. floors: _____ above grade and _____ below grade Floor load: _____ lb/sf

No. elevators: _____ Passenger: _____ Freight: _____

Year and scope of latest renovations; if applicable, year and scope of renovations to convert the Building to its current use:

Building use: Identify all existing uses in the Building and the amount of space for each use:

_____sf Office	_____sf Retail	_____sf Residential	_____sf Restaurant/Food
_____sf R&D	_____sf Warehouse	_____sf Manufacturing	_____sf Industrial
_____sf Vacant	_____sf Other (specify): _____		

List the company name and type of use for each current Building tenant.

Describe all planned changes in Building use.

4.4. Building Envelope

Type of Construction: ☐ Brick ☐ Concrete ☐ Steel ☐ Wood ☐ Other (specify): _____

Type of Exterior Walls: ☐ Brick ☐ Concrete ☐ Steel ☐ Wood ☐ Other (specify): _____

Type and Age of Windows: Type: _____ Date Installed: _____ Operable: _____

Type of Roof: _____ Year of Installation: _____

Describe any proposed improvements to Building envelope:

4.5. Building Systems

Life Safety Systems:

Check **E** for those that exist and meet current code requirements, and **P** for those that do not exist but that will be provided as required by current codes prior to occupancy.

E	P		E	P		E	P	
☐	☐	Emergency Egress	☐	☐	Smoke Detectors	☐	☐	Audio and Visual Fire Alarm System
☐	☐	Sprinkler	☐	☐	Exit Signs	☐	☐	Fire Doors/Walls
☐	☐	Exit Route Diagrams	☐	☐	Emergency Lighting	☐	☐	Fire Extinguishers

Describe any proposed improvements:

Electrical System:
Type of service:
Date and scope of latest improvements:
Available capacity for the proposed space:
Is the electrical distribution for the proposed Premises separately metered? ☐ Yes ☐ No
Is there an existing energy management system for lighting? ☐ Yes ☐ No

Heating System:
Type of system, fuel source, date of installation:
Date and scope of latest improvements:
Available capacity for the proposed space:
Is the system serving the proposed Premises separately metered? ☐ Yes ☐ No

Air-Conditioning and Ventilation System:
Type of system, fuel source, date of installation:
Date and scope of latest improvements:
Available capacity for the proposed space:
Is the supply air distribution system ducted? ☐ Yes ☐ No
Is the return air system ducted? ☐ Yes ☐ No
Is the system serving the proposed Premises separately metered? ☐ Yes ☐ No

Is there an existing energy management system for HVAC? ☐ Yes ☐ No

Describe any proposed improvements to Building systems, including any plans to install high efficiency heating and cooling equipment and energy management systems for HVAC and lighting:

4.6. Building Common Areas
Identify the existing condition of the following common areas and describe all proposed improvements:

Lobby/Entrance:
Stairwells:
Elevators:
Hallways:
Restrooms:

5. Sustainability

Does the proposal support the User Agency's efforts to reduce its environmental impact as described in Executive Order 484? (Refer to RFP § 8) ☐ Yes ☐ No

If you answered Yes, please identify any environmental impact practice using the list below.

	CURRENT		PLANNED	
Energy Star Building:	☐ Y	☐ N	☐ Y	☐ N
Energy conservation and efficiency:	☐ Y	☐ N	☐ Y	☐ N
Clean energy practices:	☐ Y	☐ N	☐ Y	☐ N
Energy procurement:	☐ Y	☐ N	☐ Y	☐ N
LEED Certified Building:	☐ Y	☐ N	☐ Y	☐ N
Water conservation:	☐ Y	☐ N	☐ Y	☐ N
Waste reduction and recycling:	☐ Y	☐ N	☐ Y	☐ N
Environmentally preferable procurement:	☐ Y	☐ N	☐ Y	☐ N
Toxics-use reduction:	☐ Y	☐ N	☐ Y	☐ N
Sustainable transportation:				
Other:	☐ Y	☐ N	☐ Y	☐ N

Please provide a detailed explanation of each current and planned environmental impact practice identified above:

6. Building Conditions: Proposed Premises

6.1. Characteristics of the Proposed Premises

Floor Number(s): _____ Contiguous block of space: ☐ Yes ☐ No
Column Spacing: _____ feet o.c. by _____ feet o.c.
Ceiling Height: _____ feet from the finished floor to underside of slab above
_____ feet from finished floor to finished ceiling
Window Area: _____ percent of total exterior wall area
No. of Means of Egress: _____
Identify and describe the existing conditions: _____
Date and scope of latest improvements: _____

7. Landlord Information and Landlord Capacity

7.1. Landlord Information
Does Landlord entity have any employees? ☐ Yes ☐ No

7.2. Landlord's Improvements
Does the Proposal include all work necessary to comply precisely with the Landlord's Improvements in Section B of the RFP? ☐ Yes ☐ No
If you answered No above, please identify and describe all proposed exceptions.

Does the Proposal include reconfiguration of the proposed Premises to meet the Space Allocation in Section B of the RFP? ☐ Yes ☐ No
If you answered No above, please describe all proposed modifications to the proposed Premises.

Attach additional pages as necessary to provide complete responses to the questions above.

7.3. Landlord's Services

Does the Proposal comply precisely with the Landlord's Services in Section B of the RFP? ☐ Yes ☐ No
If you answered No above, please identify and describe all proposed modifications.

Does the Proposal include any additional Landlord's Services in support of Executive Order 484 (Refer to § 8.1.2 of the RFP)? ☐ Yes ☐ No
If you answered Yes above, please identify and describe these services.

Attach additional pages as necessary to provide complete responses to the questions above.

7.4. Availability of Space Is the proposed space vacant? ☐ Yes ☐ No

Projected date when the space will be vacant and construction of Landlord's Improvements can commence:
List existing tenants who currently occupy or have the option to use the proposed space, and term of any rental agreement:

If the space proposed is currently occupied by the User Agency, incorporate into the project timeline (see item 10 below) the plan for completing Landlord's Improvements with minimal disruption to the User Agency's operations. Identify swing-space, if necessary, for accomplishing this plan.

7.5. Design and Construction

Identify the estimated time 1) to prepare the Schematic Space Plan, 2) to prepare Working Drawings for Tenant's review and approval, and 3) to complete Landlord's Improvements and any required base Building improvements.

Please attach a project timeline (see item 10 below).

Names of firms and persons or entities (e.g., architect and engineer) expected to prepare Working Drawings:

Name of company (e.g., general contractor) expected to complete Landlord's Improvements:

7.6. Financing

List below the financing source(s) you have identified in connection with this lease and attach 1) documentation stating that the provision of adequate financing will not be conditioned on any material modifications to the lease, or 2) documentation identifying the necessary modifications to the lease.

7.7. Property Management

Name of company and person expected to provide property management services. State for how long this person or entity has managed the Building.

8. References *(DCAMM reserves the right to contact other parties who may be familiar with the Building and/or the landlord.)*

8.1. Current Tenants of Building Owner

List company, address, name of contact person, and telephone number of at least three current tenants of the Building owner, preferably at least one of whom is a current tenant of the proposed Building.

Company	Address	Name	Tel. No.

8.2. Rental Agreements with the Commonwealth of Massachusetts

List all rental agreements between the owner and the Commonwealth of Massachusetts which were in effect within the last five years.

Agency	Address	Tel. No.

9. Historic Properties; South Coast Rail Economic Development and Land Use Corridor Plan

Refer to RFP § 8 when responding to the questions below.

Is the proposed space in a Building listed on the National Register of Historic Places as provided by 16 USC § 470a (l974)?
☐ Yes ☐ No

Is the proposed space in a Building certified as an historic landmark as provided by G. L. c. 9, § § 26 through 27C?
☐ Yes ☐ No

Is the proposed space in a Building designated as an historic landmark by the local historic commission?
☐ Yes ☐ No

If you answered Yes to one or more of these questions, please attach evidence of historic building status.

Is the Building within the area of South Coast Rail Economic Development and Land Use Corridor Plan? ☐ Yes ☐ No
If you answered Yes, please explain how the proposal is consistent with implementation of the recommendations of the Corridor Plan.

10. Requested Documents

Please enclose the documents listed below with lease proposal.

10.1. Verified floor plans to scale (1/8" = 1'0" or greater) on CAD for each floor included in the proposed lease Premises. These drawings should identify the following:

a) The proposed lease Premises;
b) All structural elements and limitations;
c) All entrances and exits;
d) All existing non-structural partitions, including demising walls;
e) All existing windows, with head and sill heights;
f) All existing restrooms, and mechanical, electrical, and telephone rooms;
g) All existing heating, ventilation, and air-conditioning equipment;
h) Calculation of usable area.

10.2. Project timeline, including all milestones from proposal selection to the date the Premises will be available for occupancy. (Refer to § 3.2 of the lease.)

10.3. Map indicating the location of: 1) the proposed Building, 2) parking facilities in the vicinity, 3) public transit stops serving the Building, and 4) major roadways.

10.4. If the proposer is, or represents, a prospective Building purchaser, a copy of the executed purchase and sale agreement or other evidence of control of the property.

10.5. Evidence that Building is listed on the National Register of Historic Places and/or is certified as a Historic Landmark (if applicable).

10.6. Evidence that the Building is certified as an Energy Star or LEED building.

10.7. Photograph of the exterior of the Building.

STATUTORY ADVERTISING AND NOTICE REQUIREMENTS FOR THE ACQUISITION OF LEASED SPACE

M.G.L. c. 7s. 40H sets forth the advertising requirements which the Commonwealth must satisfy when soliciting proposals to lease space from third parties. These requirements must be satisfied in order for a lease to be valid. These requirements are restated below.

1. Notice in the Central Register

   At least thirty days before the submission deadline for the receipt and opening of proposals, the User Agency must advertise in the Central Register published by the Secretary of State, stating the need for leased space and inviting submission of proposals for such space.

2. Notice in Local Newspapers

   a. <u>When seeking leased space of more than 2,500 square feet</u>

      One advertisement must be placed at least once each week for four (4) consecutive weeks in a newspaper with circulation sufficient to inform the population in the affected area. The last advertisement must appear at least eight (8) days preceding the proposal deadline. A sample advertisement stating the information required by law follows.

   b. <u>When seeking leased space of 2,500 square feet or less</u>

      There is no statutory requirement to advertise in a newspaper, however, you should consider whether it may be advantageous to place at least one advertisement in a local newspaper, to inform local Realtors and property owners about your search for space, to ensure that you receive a sufficient number of qualifying proposals.

3. Contents of the Notices

   Each Central Register notice and each newspaper advertisement must specify the geographical area, terms and requirements of the proposed transaction and must state the time and place for submission of proposals and the opening thereof. In advertising for leased space for an area Department of Transitional Assistance office, the geographical area specified in the advertisement must include all municipalities served by such office.

4. Lease of One or More Acres

   Special notice and public leasing requirements apply whenever the Commonwealth leases one (1) or more acres of real property. User Agencies should consult DCAMM before advertising or accepting a proposal for any leased facility consisting of an acre or more of real property.

SAMPLE DCAMM CENTRAL REGISTER NOTICE

DIVISION OF CAPITAL ASSET MANAGEMENT
OFFICE OF LEASING AND STATE OFFICE PLANNING
ONE ASHBURTON PLACE, ROOM 1610
BOSTON, MASSACHUSETTS 02108
(617) 727-8000

WEEK OF APRIL 7, 1996
LEASED SPACE SOUGHT FOR STATE AGENCIES

The DCAMM Office of Leasing and State Office Planning has issued the following Requests for Proposals (RFPs) to lease space on behalf of the listed user agencies. The RFP includes instructions, the proposal form, the standard Commonwealth lease, and specifications for the leased space. Proposals must be received in the Office of Leasing and State Office Planning by the submission deadline. Please note that the time clock located at the reception area in the Office of Leasing and State Office Planning is used to establish the official time for the proposal submission deadline.

You may obtain an RFP by mail, telephone or by coming to the DCAMM address listed above. If you are requesting the RFP by mail, please include the name, address, telephone and fax number of the person to receive the RFP and, if possible, a business card; allow up to nine business days for receipt of the RFP. If you are requesting the RFP by telephone, please call (617) 727-8000 x355, leave the name, address, telephone and fax number of the person to receive the RFP, and cite the name of the agency seeking space and the RFP Project Number.

***** Unless otherwise noted, the Commonwealth is seeking a five-year lease term.

Deadline	Project #	User Agency	Space Type	Sq. Ft.	Location
04/17/96 2:00 PM	960150.1	Department of Revenue	Office	3,300	Burbank, California
04/17/96 2:00 PM	951060.1	Massachusetts Commission for the Deaf and Hard of Hearing	Office	8,700	Boston
04/22/96 2:00 PM	960220.1	Department of Employment & Training	Office	1,100	Pittsfield
04/23/96 2:00 PM	941420.2	Registry of Motor Vehicles	Office	7,000	Brockton
05/08/96 2:00 PM	960190.1	Massachusetts Trial Court	Office	1,025	Dedham, within approximately one-quarter (1/4) mile or a ten (10) minute walk, of the Dedham Court complex.

PROCUREMENT OF LEASED SPACE WITH REDUCED ADVERTISING REQUIREMENTS

Under the limited circumstances outlined below, DCAMM may shorten or waive the statutory advertising requirements associated with space-leasing. If an Agency wishes to lease space under any of these circumstances, it should contact DCAMM immediately and ascertain whether or not the statutory advertising period may be reduced or eliminated, and request that DCAMM execute any required notice or certification.

LEASING UNIQUE PROPERTIES

If the DCAMM Commissioner determines that the statutorily required advertising will not be beneficial to the Commonwealth's interests because of the unique qualities or location of the needed space, the Commissioner may waive the requirement. In the rare situation where an Agency has unique space requirements that can be met only by a single property, the Agency must notify DCAMM and request a waiver of the advertising requirement. In making this request, the Agency must explain the reasons for its determination, relate its unique requirements to the proposed lease space, and include all the particulars about the terms of the proposed lease, including the name and address of the landlord, and the location, size, limitations on use, known encumbrances, and estimate of occupancy costs, including rent, tenant improvements, and operating expenses. If the DCAMM Commissioner makes a "uniqueness determination" and authorizes a waiver of advertising, the lease may not be executed until thirty days after the required notice of the proposed transaction is published in the Central Register.

EMERGENCY LEASING

If, due to unforeseen circumstances (e.g., a fire), an Agency cannot continue to occupy its current space and other space is needed to preserve health and safety, the Agency may request that the Commissioner certify the existence of an emergency and either shorten or waive the statutory advertising requirement in connection with the procurement of replacement space. The Agency's request must detail the nature of the emergency and explain why the current space is unusable and unavailable, why the situation was unforeseen, and why replacement space must be secured quickly to preserve the health and safety of persons or property. This request must also describe the type and amount of space required to be leased, and the Agency's long-term plan for space. If the Commissioner certifies that an emergency situation exist. DCAMM publishes the Commissioner's Certification of Emergency in the Central Register and notifies the appropriate legislative committees, as required by law.

PUBLICLY-OWNED SPACE

If a public entity proposes to lease space to meet the Agency's need in a municipal or federal building, the Agency or DCAMM must confirm that the proposed lease shall be in the form of the Commonwealth Standard Office Lease and that the proposed rental rate is at or below market for the type of space to be leased. If these conditions are satisfied, the lease may be finalized and executed without statutory advertising. The procedures outlined in Chapter 4 of this Manual DCAMMshould be followed to complete the transaction.

GIFT OF LEASEHOLD INTEREST

DCAMM is authorized by law to accept gifts of interest in real property, including the gift of a leasehold interest. Any proposal to make such a gift must be in writing and include all particulars about the proposed terms of the gift, including the location, size, limitations on use, current ownership, known encumbrances, and estimate of any costs to the Commonwealth for improvements and operating expenses. If a particular Agency receives a gift proposal, that Agency must determine whether the proposed gift of leased space is consistent with its plans for acquisition of leased space and determine that it would not have any deleterious monetary, maintenance, or other impact on the Agency's operations. If the Agency believes that the gift should be accepted by the Commonwealth, it must provide DCAMM with a copy of the proposal and a statement of the reasons for the Agency's determination.

E. PROCEDURES FOR ACQUISITION OF A NEW LEASE OR LEASE AMENDMENT

The major steps in procurement of a new lease, from initial planning to occupancy, are identified here along with a typical time-frame to complete each major step.

Form 1 & Request for Proposals **(4 weeks)**

1. Agency prepares the Facility Plan, Form 1 and submits to DCAMM at least **12** months in advance of current lease expiration or scheduled occupancy date.

2. DCAMM reviews the Form 1 and, following discussion with the Agency, uses information of the Form 1 to prepare the Request for Proposals (RFP).

Advertisement & Solicitation **(5 weeks)**

3. DCAMM advertises the availability of the RFP in the Central Register, and notifies the Agency of its advertising obligations. DCAMM distributes the RFP to interested parties, and holds a proposers' conference as appropriate.

4. Simultaneously, the Agency places advertisements in appropriate newspapers and informs potential proposers of the availability of the RFP.

Proposal Evaluation and Notification of Proposers **(10 weeks)**

5. DCAMM receives proposals by the submission deadline and opens proposals promptly. DCAMM completes its initial review of proposals for conformance to the requirements of the RFP and to prepare the proposal list and preliminary financial analysis of each proposal. DCAMM sends the proposals and the preliminary results to the Agency.

6. Agency completes an initial review of the proposals and convenes with DCAMM to determine list of competitive qualifying proposals.

7. Agency schedules a site visit for each competitive, qualifying proposal. Together, the Agency and DCAMM complete site visits.

8. Agency and DCAMM convene to determine whether it is necessary to seek written clarification of any proposal. If so, DCAMM asks the proposers to submit written clarification to the Agency and DCAMM.

9. DCAMM and the Agency evaluate all information and jointly complete written evaluations of proposals and a recommendation for proposal selection.

10. Agency reviews the selection recommendation and, upon approval, signs and submits the Agency Recommendation Form 2 to DCAMM.

11. Upon DCAMM approval the Proposal Evaluation and Selection Recommendation Form 2, DCAMM notifies proposers in writing of the selection decision.

Lease Execution: Preparation of Documents **(10 weeks)**

12. DCAMM and the Agency meet with the selected proposer to begin finalizing lease and schematic space plan.

13. Agency develops schematic space plan which becomes an exhibit to the lease.

14. DCAMM, the Agency and the Landlord finalize the lease and exhibits. DCAMM reviews the lease to determine that it is complete and it is sent to the Landlord for signature.

15. Landlord completes and signs the lease and sends it to the Agency.

16. Agency signs the lease and sends the lease and Transaction Approval Form 3 to DCAMM for lease execution.

17. Upon finding the lease and the Transaction Approval Form 3 are complete, DCAMM signs lease and Form and returns them to the Agency. Agency delivers lease to landlord.

Build-out and Preparation of the Premises for Occupancy **(variable)**

18. Landlord completes design and construction of the space in accordance with the lease.

19. Agency monitors construction progress, completes and work for which it is responsible (e.g., telephone and data wiring or installation of movable partitions) and procures and schedules a mover. As needed, DCAMM will assist Agency in monitoring progress on build-out or other matters related to the lease.

20. Landlord notifies the Agency that the premises are substantially complete.

21. DCAMM and Agency review the build-out and upon confirmation of substantial completion, the Agency moves in.

Commencement of Lease Term **(1 week)**

22. Agency completes section 3 of the Transaction Approval Form 3 identifying the occupancy date and commencement of lease term. Agency submits copy of completed Transaction Approval Form 3 to DCAMM for its records of active rental agreements.

23. Agency submits Lease Order and completed Transaction Approval Form 3 to the Comptroller so that rental payments can commence.

The approximate total elapsed time in this process, excluding the time required to build out the leased space, is 30 weeks. For planning purposes, Agencies should assume a typical schedule to prepare premises for occupancy of 16 weeks. Agencies should begin planning for a lease procurement at least 12 months before the desired commencement date for the new lease.

Amending a Lease

The Agency may wish to extend the term of the lease, or the Agency may identify the need to modify the other provisions of an existing lease . If circumstances have changed since the execution of the lease, it may be necessary to amend the lease during the term to make adjustments to the build-out, useable area, or rent.

Review of Space Needs: Form 1 **(up to 4 weeks)**

1. Agency collects the information for the development of the Facility Plan Form 1, completes the Form and submits it to DCAMM.

2. If the proposed lease amendment extends the lease term for five years, DCAMM and the Agency first determine whether suitable state owned space is available. If state space is identified, DCAMM and the Agency proceed with all steps necessary for the Agency to occupy the space. If no state space is identified, DCAMM and the Agency proceed as follows.

Preparation and Execution of the Lease Amendment **(8 weeks)**

3. Upon approval by DCAMM of the Facility Plan Form 1, the Agency and DCAMM meet with the Landlord to finalize the terms of the lease amendment.

4. DCAMM or the Agency, as appropriate, prepares the lease amendment and exhibits consistent with the approved Request and discussions with the Landlord. DCAMM or the Agency, as appropriate, obtains legal review and assembles copies of the complete document for execution.

5. The complete documents are sent to the Landlord for signature. The Agency completes the Transaction Approval Form 3.

6. Landlord signs and completes the lease amendments and returns them to the Agency.

7. Agency signs the lease amendments and sends them to DCAMM with the completed Transaction Approval Form 3.

8. Upon finding the lease amendment documents and Transaction Approval Form 3 complete and ready for execution, DCAMM executes the lease amendments and signs the Transaction Approval Form 3. DCAMM delivers the lease amendment and Transaction Approval Form 3 to the Agency and the lease amendment is delivered to the Landlord.

Preparation of the Premises for Occupancy, *if applicable* **(varies)**

9. If the Landlord is completing any tenant improvements, the Landlord completes design and construction of the premises in accordance with the lease amendment. The Agency and DCAMM, as appropriate, review progress of design and improvement work.

10. Agency completes its work, if any, in the space prior to substantial completion. The Agency establishes a preliminary schedule for the move and hires a mover, if necessary. The Landlord notifies the Agency that the improvements are substantially complete. Upon confirmation of substantial completion, the Agency moves in and “takes occupancy” of the improved space.

Commencement of Lease Term **(1 week)**

11. Agency completes the "Occupancy" section of the Transaction Approval Form 3 confirming that it has taken occupancy and that the term of the lease amendment has commenced. The Agency submits a copy of the Transaction Approval Form 3 to DCAMM for its records.

12. Agency submits a Lease Order and completed Transaction Approval Form 3 to the Comptroller so that rental payments under the lease amendment can commence.

The approximate total elapsed time in this process is 12 weeks, excluding any time required by the Landlord to complete improvements or otherwise prepare space for occupancy. For lease extension amendments, Agencies should begin planning for the lease extension approximately 12 months in advance of the expiration date of the existing lease, so that there is time to implement an alternative plan if the parties cannot reach agreement on the terms of a lease extension.

F. STANDARD FORMS OF LEASE AND RELATED DOCUMENTS

COMMONWEALTH OF MASSACHUSETTS STANDARD LEASING LEGAL FORMS

THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

COMMONWEALTH OF MASSACHUSETTS
OFFICE LEASE

1. SUBJECT MATTER AND TABLE OF CONTENTS

1.1 Subject Matter

Each of the references in this Lease to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this Lease, constitutes the definition of the listed subject.

DATE OF LEASE:

LANDLORD:

ADDRESS OF LANDLORD:

LANDLORD'S REPRESENTATIVE: Name: _____
Address: _____
_____
_____
and/or such other persons as Landlord designates from time-to-time

TENANT: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, the [USER AGENCY]

ADDRESS OF TENANT: Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

TENANT'S REPRESENTATIVE:	Name: _____ Address: _____ _____ _____ and/or such other persons as Tenant designates from time-to-time, as set forth in § 4.4
USER AGENCY:	
ADDRESS OF USER AGENCY:	
USER AGENCY'S REPRESENTATIVE:	Name: _____ Address: _____ _____ _____ and/or such other persons as User Agency designates from time-to-time, as set forth in § 4.4
BUILDING (ADDRESS):	
PREMISES:	Floor(s):_____ Room(s)/Suite: _____ within the Building as shown in Exhibit ____, together with all of the Landlord's Improvements (as defined in § 4.1) made within the Premises pursuant to the provisions of this Lease
USABLE AREA OF PREMISES:	Office Space: _____ square feet Storage Space: _____ square feet
RESERVED PARKING SPACES:	Number: _____ Location: _____
PERMITTED USES:	Subject to the provisions of § 6.1, Tenant must use the Premises for the following purposes:
INITIAL TERM:	The Initial Term begins on the Date of Occupancy, as defined in § 3.2, at 12:01 a.m.,

and continues until 11:59 p.m. of the date immediately preceding the fifth anniversary of the Date of Occupancy.

"Term" includes the Initial Term and any extension term (Extension Term) unless otherwise expressly stated. "Expiration Date" means the last day of the Initial Term or of the then applicable Extension Term, and includes any effective date of termination of this Lease, unless otherwise indicated.

BUSINESS DAY: Unless otherwise provided by this Lease, "business day" means any day other than Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

BASE RENT FOR INITIAL TERM:

Year One:	$_____	per year in monthly installments of $ _____
	$_____	per square foot for office space
	$_____	per square foot for storage space
	$_____	per parking space per year
Year Two:	$_____	per year in monthly installments of $ _____
	$_____	per square foot for office space
	$_____	per square foot for storage space
	$_____	per parking space per year
Year Three:	$_____	per year in monthly installments of $ _____
	$_____	per square foot for office space
	$_____	per square foot for storage space
	$_____	per parking space per year
Year Four:	$_____	per year in monthly installments of $ _____
	$_____	per square foot for office space
	$_____	per square foot for storage space
	$_____	per parking space per year
Year Five:	$_____	per year in monthly installments of $ _____
	$_____	per square foot for office space
	$_____	per square foot for storage space
	$_____	per parking space per year

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RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS

Rider to Lease

Certificate of Compliance with Executive Order No. 481

Exhibit A:	Plan Showing Location of Premises within the Building
Exhibit A-1:	Landlord’s Measured Drawing of the Premises
Exhibit A-2:	Site Plan Showing Location of Reserved Parking Spaces
Exhibit B:	Schematic Space Plan of the Premises
Exhibit C:	Specifications for Premises (as appearing in the Request for Proposals, as revised by agreement of the parties based on Landlord's Proposal and subsequent negotiations)
Exhibit D:	Project Schedule

Landlord's Beneficial-Interest-Disclosure Statement

Certificate of Tax-and-Employment-Security Compliance

2. PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

(a) Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.

(b) As appurtenant to the Premises, Tenant, in common with other tenants of the Building (and subject to the rules of the Building, as set forth in § 6.4), has the right to use: (i) the common lobbies, malls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

(a) For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.

(b) Landlord acknowledges that Tenant has relied upon Exhibit A-1 in establishing the Usable Area and that Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in § 1.1. Landlord warrants and represents to Tenant that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in Exhibit A-1 by a factor of 1% or more, then, at the option of Tenant, Landlord and Tenant must modify this Lease to state the actual Usable Area of the Premises and to adjust Rent downward to reflect the actual Usable Area.

3. RENT; DATE OF OCCUPANCY

3.1 Rent Payment

(a) Tenant agrees to pay, and Landlord agrees to accept, Rent described in § 1.1. Equal monthly installments of Rent are payable on or before the tenth day of the calendar month for which Rent is due. If the Initial Term commences other than on the first day of a calendar month or ends other than on the last day of a calendar month, Rent for such

fractional month is prorated. Notwithstanding the second sentence of this paragraph, if the Initial Term commences other than on the first day of a calendar month, Tenant pays the prorated Rent for such partial calendar month concurrently with the payment of the installment for the first full calendar month of the Initial Term.

(b) If any installment of Rent is not paid when due, Landlord is entitled to late-payment interest on the overdue amount in accordance with and subject to G. L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

3.2 Date of Occupancy; Commencement of Rent Obligation

(a) The obligation of Tenant to pay Rent begins on the Date of Occupancy. The Date of Occupancy is the earlier of (a) the 15th day after the Premises are available for Tenant's occupancy, or (b) the day Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises are deemed available for Tenant's occupancy only when (i) Landlord substantially completes all of the Landlord's Improvements (as defined in § 4.1) in accordance with the provisions of this Lease, with only Punchlist Items (as defined in § 4.3) excepted, (ii) Landlord provides Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the Landlord's Improvements are substantially completed in accordance with the Working Drawings approved by Tenant, (iii) Landlord provides Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, (iv) Landlord provides Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, satisfies the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent, as set forth in Exhibit C and the Working Drawings, (v) Landlord provides Tenant with a copy of each other report, drawing, and record that is identified in Exhibit C and required before occupancy, and (vi) Landlord provides Tenant with the certificates of insurance that are required by § 8.2.

(b) Notwithstanding that Landlord meets all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.3 unless Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses before the Completion Date. Tenant agrees to execute a letter to Landlord confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry before Term without Charge

(a) With the prior approval of Landlord, Tenant may enter the Building and Premises before the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture, and fixtures, and otherwise to prepare the Premises for occupancy by Tenant. Landlord must not withhold or delay such approval, provided that Tenant coordinates Tenant's work with the construction of the Landlord's Improvements and any other work being performed by Landlord in the Building so as not to interfere with or increase the cost of such work of Landlord or delay the Completion Date. As a condition of granting such approval, Landlord has the right to require that a representative of Landlord accompany Tenant and Tenant's contractors, and Tenant agrees, on behalf of Tenant and Tenant's contractors, to comply with any and all reasonable directions given by said representative of Landlord.

(b) In order to assist Tenant with Tenant's preparation, move into, and occupancy of the Premises, Landlord must provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment, and services that Tenant reasonably requests. Landlord must provide such information with reasonable promptness, whether before or after commencement of the Term.

4. IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord, at Landlord's sole cost and expense (except as otherwise specifically provided in this Lease), must furnish all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas that the Schematic Space Plan attached as Exhibit B, the Specifications for the Premises attached as Exhibit C, and all other provisions of this Lease require. All alterations and improvements that Landlord makes in or about the Premises are the "Landlord's Improvements."

4.2 Working Drawings

(a) Landlord must cause to be prepared, at Landlord's sole cost and expense, working drawings (the Working Drawings) for the Premises in their entirety, including, without limitation, all of the existing conditions and all of the Landlord's Improvements. The Working Drawings must fix and describe the location, dimensions, and character of the existing conditions and of the Landlord's Improvements, and conform in all respects to Exhibit B, Exhibit C, and all other provisions of this Lease. Without limiting the foregoing, each of the requirements designated "[x]" applies to the Working Drawings:

[ ] An architect, an engineer, or both, licensed in the Commonwealth of Massachusetts, as the applicable code requires or the applicable codes require, must prepare and stamp the Working Drawings.

(b) The Working Drawings must specifically include, at a minimum:

[ ] Floor plans identifying room and corridor locations, column locations, partition layout, door and window locations, and structural modifications.

[ ] Electrical plans identifying all panels, devices, and power outlets, and showing locations with reference to walls, closets, columns, and User Agency's systems furniture, telephone system, servers, and photocopiers.

[ ] Voice/data cabling plans identifying the location of all panels, devices, and voice/data outlets, and showing locations with reference to walls, closets, columns, and User Agency's systems furniture, telephone system, servers, printers, and photocopiers.

[ ] Security-system plans identifying the location of all system control panels, system entry-control devices, and all other devices and contacts.

[ ] Reflected ceiling plans identifying lighting, HVAC supply and return grilles, and fire-protection devices.

[ ] HVAC plans identifying the size and location of all equipment, piping, ductwork, supply and return grilles, convectors, and radiators.

[ ] Finish schedules and legend of materials, abbreviations, and symbols.

[ ] Fire-protection plans.

[ ] Plumbing plans.

[ ] Furniture plans identifying the location of User Agency's systems furniture with sufficient detail to enable identification of primary and secondary egress corridors.

(c) The Working Drawings are subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord must submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included in the Working Drawings that Landlord submits, and (iii) requesting Tenant's approval of the Working Drawings. Within ten business days after receipt of the Working Drawings, Tenant must either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, Tenant must be deemed to have approved the Working Drawings.

(d) If Tenant disapproves the Working Drawings, Landlord, within ten business days after notice of disapproval is given, must submit new or corrected Working Drawings to Tenant. Any resubmission is subject to Tenant's review and approval in accordance with the procedure provided in this § 4.2 for an original submission until Tenant fully approves the Working Drawings. Upon Tenant's written full approval of the Working Drawings, the Working Drawings are deemed incorporated into and made a part of this Lease for all purposes.

(e) At all times, the Working Drawings must conform to good design practice, the requirements of Exhibits B and C, and all other provisions of this Lease. Without limiting the foregoing, Landlord must not make any change in the Working Drawings after Tenant approves the Working Drawings that in any manner reduces the utility, lowers the quality, or affects the appearance of all or any part of the Landlord's Improvements, increases Tenant's cost to use and occupy the Premises, or interferes with Tenant's ability to use and occupy the Premises. Landlord must submit any proposed change in the Working Drawings to Tenant at least three business days before implementing such change. Any material change in the Working Drawings requires Tenant's written approval, which approval is given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease. Landlord requests, and Tenant approves, any proposed change in the Working Drawings in accordance with the procedure provided in this § 4.2 for an original submission.

(f) Notwithstanding any other provision of this Lease, if Tenant requests any change to the Working Drawings or to the Landlord's Improvements that causes an increase in Rent or requires Tenant to pay any additional sum to Landlord or to Landlord's contractors, Landlord must not make such change, and Tenant has no liability for any cost that Landlord or any other party incurs in connection with such change, unless and until Landlord and

Tenant execute a written modification of this Lease, specifying such change and the additional rent or other payment that Tenant must make.

(g) It is understood and agreed that Landlord and Landlord's architects and engineers are fully and completely responsible for all aspects of the design, engineering, and construction of the Landlord's Improvements. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements renders Tenant responsible for the design, engineering, or construction of the Landlord's Improvements, or invests Tenant with any responsibility for defects or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

(a) Subject to Tenant Delays and any Force Majeure Event (as defined in § 15), Landlord must substantially complete all of the Landlord's Improvements and make the Premises available for Tenant's occupancy within _____ weeks after delivery of a fully executed counterpart of this Lease to Landlord (the Completion Date). If, at any time, it appears that this deadline will not be met, Landlord must notify Tenant immediately, in writing. Such notice must advise Tenant of each reason for delay and of the new projected Completion Date.

(b) If a Force Majeure Event delays the Completion Date, then the Completion Date, as modified from time to time, must be extended by the actual number of days that a Force Majeure Event delays the Completion Date, but in no event can such extension of the Completion Date for Force Majeure Events exceed 150 days in the aggregate without Tenant's written consent, which Tenant has the right to withhold for any reason or for no reason, in Tenant's sole discretion.

(c) If the Completion Date is delayed due to a Tenant Delay, then the Completion Date, as extended from time to time, must be extended by the actual number of days that such Tenant Delay delays the Completion Date. For the purposes of this Lease, "Tenant Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission continues for a period of more than two business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date:

(i) Tenant's request for special work not included in the Working Drawings that Tenant previously approved or that this Lease otherwise requires; or

(ii) Tenant's request for a change in the Working Drawings that Tenant previously approved; or

(iii) Delays in the delivery, installation, or completion of any work that Tenant or Tenant's contractors perform; or

(iv) Any failure by Tenant to perform any of Tenant's obligations under this Lease.

(d) Such notice must be sent to Tenant in an envelope bearing the following notice printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE OF TENANT DELAY – OPEN IMMEDIATELY

(e) The extension of the Completion Date for Tenant Delays is Landlord's sole and exclusive remedy for Tenant Delays, notwithstanding the provisions of § 16.8 or any other provision of this Lease.

(f) The Landlord's Improvements are substantially complete for the purposes of this Lease only when (i) Landlord performs the work in the Working Drawings approved by Tenant that Landlord is required to perform, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) Landlord makes the water supply, sewage, heating, ventilating, air conditioning, and electric facilities available to Tenant in accordance with the obligations that Landlord assumes under this Lease, and (iii) Landlord has caused the Premises to be free of debris and construction materials, in a usable and tenantable condition, and cleaned.

(g) Subject to Tenant Delays and Force Majeure Events only, Landlord must cause the Landlord's Improvements to be completed in accordance with the Project Schedule annexed as Exhibit D. Landlord must keep Tenant apprised of the progress of the work that Landlord performs under this Lease. If there is any delay in the progress of the work of five days or more, Landlord must notify Tenant of such delay immediately, regardless of whether Landlord anticipates that such delay causes a delay in the Completion Date. Said notice must advise Tenant of all changes or adjustments in the Project Schedule, the cause of each change or adjustment, and the corrective efforts, if any, that Landlord has made, proposes to make, or both.

(h) If, for reasons other than Tenant Delays or a Force Majeure Event, Landlord does not substantially complete the Landlord's Improvements and make the Premises available for Tenant's occupancy by the Completion Date, as extended, and, notwithstanding Tenant's termination of this Lease as provided in this § 4.3, Landlord must pay any and all costs, fees, and expenses that Tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's Rent under this Lease and the rent that Tenant incurs during the period of delay by Landlord.

(i) If the Landlord's Improvements are not substantially completed within 60 days after the Completion Date, as extended for Tenant Delays, a Force Majeure Event, or otherwise by agreement of Landlord and Tenant, Tenant has, in addition to any other remedies available to Tenant under this Lease, at law, or in equity, the right to terminate this Lease by giving Landlord a written Notice of Termination, which right Tenant can exercise immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this Lease by Tenant does not relieve Landlord of Landlord's obligation to pay Tenant any and all costs, fees, and expenses that Tenant incurs as a result of Landlord's delay in making the Premises available for occupancy by Tenant, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which

Tenant is lawfully entitled by reason of Landlord's failure to perform Landlord's obligations.

(j) Notwithstanding Tenant's consent to any extension of the Completion Date, Landlord must promptly complete all Punchlist Items, and in every event, Landlord must complete Punchlist Items no later than 30 days after the Date of Occupancy. For the purposes of this Lease, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Tenant's ability to use and occupy the Premises in accordance with the provisions of this Lease. On or before the Date of Occupancy, Landlord and Tenant must conduct a walk-through of the Premises and must identify, in writing, all Punchlist Items that Landlord must complete.

(k) The construction of the Landlord's Improvements must be (i) coordinated with any work being performed by Tenant, provided that such coordination does not materially interfere with Landlord's construction schedule, delay the Completion Date, or increase the cost of the Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

4.4 Tenant's Representative, User Agency's Representative, and Authorized Representative

Tenant designates the individuals named in § 1.1 respectively as Tenant's Representative and as User Agency's Representative. Tenant designates _____'s Representative as Authorized Representative, who has full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Authorized Representative has no authority whatsoever to alter, waive, or modify any provision of this Lease, which must only be done in accordance with the provisions of § 16.3. Landlord must deliver the Working Drawings and any requests for changes or modifications to the Working Drawings to both Tenant's Representative and User Agency's Representative. Authorized Representative or Authorized Representative's successor must communicate to Landlord, in writing, Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the Landlord's Improvements, and Landlord must rely only upon written communications received from such individuals unless Tenant otherwise notifies Landlord in writing.

5. LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes

Landlord warrants and represents:

(a) Landlord has record title to the premises (or if this Lease is a sublease, Landlord warrants and represents that Landlord holds a current and valid lease of the premises) of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements or

the use of the Premises for the Permitted Uses (or the sublease of the Premises if this Lease is a sublease).

(b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Lease is a sublease.

(c) Landlord has full legal capacity to enter into this Lease.

(d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

(e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.

(f) Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

(g) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.

(h) If the status of any warranty and representation by Landlord in this § 5.1 changes or ceases to be accurate during the Term, Landlord must notify Tenant in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Tenant all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Tenant.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents:

(a) Landlord must deliver the Premises to Tenant in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

(b) Throughout the Term, Landlord must maintain the Premises in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and

the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

(c) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Landlord, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Landlord has the right to defer compliance so long as Landlord contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with Tenant's use of the Premises for the Permitted Uses, subject Tenant or Tenant's employees or invitees to any increased risk of injury to their persons or property, adversely affect any other right of Tenant under this Lease, or impose any additional obligation upon Tenant.

5.3 Quiet Enjoyment

(a) Landlord warrants and covenants that as long as there is no Event of Default (as defined in § 9.1) by Tenant under this Lease, Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.

(b) At reasonable times and without unreasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord and Landlord's agents have the right to enter the Premises to make repairs or to view the Premises. Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax) in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48-hour notice in the case of an emergency affecting the Premises.

(c) Landlord has the right to enter for the purpose of showing the Premises to prospective tenants only during the last six months of the Term. Landlord must notify Tenant (Landlord has the right to give such notice by telecopier (fax)) at least 24 hours before showing the Premises to prospective purchasers, tenants, or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

(a) During the Term, Landlord must promptly correct, repair, or replace any defective aspects of the Landlord's Improvements of which Landlord becomes aware after the Date of Occupancy (Latent Defects).

(b) Subject to Landlord's obligation to correct Latent Defects, Landlord must keep and maintain the Premises, including, without limitation, all equipment and fixtures that

Landlord furnishes as part of the Landlord's Improvements (whether located within or outside of the Premises) in such good repair, order, and condition as the same are in at the beginning of the Term, reasonable wear and tear, damage that fire or other casualty causes (except as provided in § 7.1), and damage that Tenant's negligence, Tenant's breach of this Lease, or Tenant's willful misuse causes excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Landlord's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Landlord must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as are necessary to keep them in good condition.

(c) Landlord must make routine repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building within five business days after Landlord discovers or Tenant notifies Landlord or Landlord's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. A routine repair, correction, or replacement is any repair, correction, or replacement that is not an emergency repair, correction, or replacement as defined in § 5.4 (d).

(d) Landlord must make emergency repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building immediately upon Landlord's discovery of or Tenant's notice to Landlord or to Landlord's authorized representative of the condition requiring repair, correction, or replacement. An emergency repair, correction, or replacement is any repair, correction, or replacement that is required to remove an immediate threat to the life, health, or safety of any person or property upon the Premises or the appurtenant areas described in § 2.1.

(e) Landlord must complete all repairs, corrections, and replacements (i) at Landlord's sole cost and expense, except as provided by this § 5.4, (ii) in a good and workmanlike manner, (iii) with respect to repairs, corrections, and replacements of the Premises and the Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.

(f) In (i) scheduling and carrying out the repairs that this Lease requires, (ii) making any optional repairs, alterations, or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Landlord must make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days, Rent for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

5.5 Delivery of Services and Utilities

Landlord must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C.

5.6 Hazardous Substance

(a) Landlord represents that Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or transported to, from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. For purposes of this Lease, Hazardous Substance means (i) any "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "hazardous pollutant," or "toxic pollutant," oil, asbestos, urea formaldehyde foam insulation, or "solid waste," as presently defined or otherwise denominated as hazardous, toxic, or a pollutant or a special waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as modified from time to time (42 U.S.C. 9601 et seq.) (CERCLA), the regulations promulgated under CERCLA, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substance or material that is incorporated in or added to the definition of "hazardous substance" for the purposes of such laws; (iii) a substance listed in the United States Department of Transportation Table (49 CFR 172.101, as modified) or by the Environmental Protection Agency (or any successor agency) as a hazardous substance (40 CFR Part 302, as modified); (iv) any hazardous waste or solid waste, as defined in the Resource Conservation and Recovery Act of 1976, as modified by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste, or substance that is (A) petroleum, (B) asbestos or an asbestos-containing material, (C) polychlorinated biphenyls, (D) urea-formaldehyde (UFFI) or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act (33 U.S.C. 1251 et seq.), or listed pursuant to § 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosive; or (H) radioactive material; and (vi) any additional substance or material that is considered to be a "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "solid waste," or regulated substance or material (including, without limitation, any asbestos-containing material) under any state, federal, or local law, rule, or regulation governing health, safety, natural resources, or the environment relating to the Premises, the Building, or the land upon which the Building is located, including, without limitation, G. L. c. 21E (being the Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous material promulgated thereunder, G. L. c. 21C, Title 5 of the State Environmental Code, G. L. c. 111, 150A, and any hazardous and inflammable substance regulated under G. L. c. 148. Each reference in this Lease to law, a rule, a regulation, etc., whether specific or general, is to law, a rule, a regulation, etc., that is currently in effect, as modified or supplemented.

(b) Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, the Building, or the land upon which the Building is located, or to migrate toward the Premises, the Building, or the land upon which the Building is located, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements,

and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

(c) Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises, Building, or land upon which the Building is located (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

(d) Landlord must indemnify, save harmless, and defend, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Tenant from all liability, claim, or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance (i) on or under the Premises, the Building, or the land upon which the Building is located before the Date of Occupancy, or (ii) after such date with respect to any Hazardous Substance that Landlord, Landlord's employees, agents, independent contractors, or invitees (that include, for the purposes of this § 5.6, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving a Hazardous Substance in breach of Landlord's obligations in this § 5.6) release(s) or place(s) on or under the Premises, the Building, or the land upon which the Building is located. This indemnity survives termination of this Lease. Promptly upon discovery, Tenant must notify Landlord in writing of any facts or circumstances that give rise to any claim by Tenant.

6. TENANT'S COVENANTS

6.1 Use of Premises

(a) Tenant must use the Premises only for the Permitted Uses set forth in § 1.1, provided, however, that Tenant has the right to use the Premises for other purposes if such use (i) is compatible with the other uses of the Building, (ii) does not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) does not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) that this Lease requires or any other services currently provided to tenants of the Building, and (iv) is otherwise compatible with all other obligations of Tenant under this Lease.

(b) Tenant must not cause or permit any nuisance in the Building and must not conduct any activity within the Premises or Building that interferes with the rights of other tenants or occupants of the Building.

(c) Tenant covenants and agrees that Tenant must not do or permit anything to be done in or upon the Premises or Building, or bring anything on the Premises or Building that increases the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses, or that voids such insurance. Tenant further

agrees that if Tenant does any of the foregoing, Tenant must promptly pay to Landlord, on demand, any resulting increase as additional rent, or Tenant must cease all activities that cause the increase or the voiding.

6.2 Care of Premises

Tenant must not injure, deface, or commit waste in the Premises or any part of the Building. Tenant must exercise reasonable care to ensure that all systems, fixtures, and equipment that Landlord installs are used only for their respective intended purposes and that the electrical, mechanical, and structural systems of the Building and the Premises are not overloaded. Tenant must notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

6.3 Hazardous Substance

(a) Tenant agrees that Tenant must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about the Premises, or to be transported to, from, or across the Premises.

(b) Nothing in this Lease prohibits Tenant from using minimal quantities of cleaning fluid and office or household supplies that constitute(s) a Hazardous Substance but are customarily present in and about premises used for the Permitted Uses, provided that Tenant's use, including storage and disposal of such cleaning fluid and office or household supplies, is in compliance with all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

(c) If Tenant or Tenant's employees, agents, independent contractors, or invitees cause(s) the release or threatened release of any Hazardous Substance from the Premises, Tenant must promptly notify Landlord and, without cost to Landlord, take such action, or cause others to take such action, as is necessary to assess, remediate, or remove any Hazardous Substance, as and to the extent required by all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

6.4 Compliance with Applicable Laws and Removal of Liens

Tenant must comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Landlord's rules and regulations that are set forth in this Lease or that Landlord establishes, provided that they do not conflict with the provisions of this Lease, and further provided that they are delivered to Tenant and to the User Agency in the manner required for notices. Tenant has the right to defer compliance so long as Tenant contests in good faith the validity of any such law, order, or regulation by appropriate legal proceedings and first gives Landlord appropriate assurance, reasonably satisfactory to Landlord, against any loss, cost, or expense on account of such deferral, and provided that such contest must not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant must not cause or allow any liens of any kind to be filed against the Premises. If any liens are filed, within 15 days after receiving written notice of such filing, Tenant, at Tenant's sole cost and expense, must take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Landlord.

6.5 Assignment and Subletting

(a) Tenant must not assign, sublet, mortgage, pledge, or encumber this Lease (the result of any such action being referred to as a "Transfer") without Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord and Tenant agree that Landlord has the right to withhold Landlord's consent to any proposed Transfer to a transferee who, by reputation, financial strength, or expected use, is not compatible with the other tenants in the Building, or whom Landlord, in Landlord's reasonable business judgment, does not deem to be an acceptable credit risk. By valid written instrument, any transferee must expressly assume, for the transferee and the transferee's successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant has no further obligations of Tenant under this Lease.

(b) Any request by Tenant for Landlord's consent to a Transfer must include (i) the name of the proposed transferee; (ii) the nature of the transferee's business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed transferee; and (iv) the provisions of the proposed Transfer. Tenant must promptly supply such additional information about the proposed Transfer and transferee as Landlord reasonably requests. Landlord also has the right to meet and interview the proposed transferee.

(c) Landlord must advise Tenant in writing whether or not Landlord consents to a proposed Transfer within 30 days of receiving Tenant's request for such consent. If such consent is withheld, Landlord must specify the reasons, in writing, to Tenant. If Landlord fails to so notify Tenant within said time period, Landlord is deemed to have given Landlord's consent to the proposed Transfer.

(d) The express or implied consent by Landlord to any Transfer does not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.

(e) As used in this Lease, "assign" or "assignment" includes, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

(f) Notwithstanding any contrary provisions of this § 6.5, in connection with any proposed Transfer, Landlord has the right to cancel and terminate this Lease if Tenant's request is to assign the Lease or to sublet more than 80% of the Premises; or, if Tenant's request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed duration of the sublease. Landlord must exercise this right in writing within 30 days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case, such cancellation or termination must occur as of the effective date of the proposed Transfer. In such event, Tenant must permit Landlord to enter into a direct lease with the proposed transferee.

(g) Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in § 1.1, or the substitution of another agency of state government for the User Agency named in § 1.1, is not a Transfer, provided that the Premises continue to be used for the Permitted Uses. Nevertheless, Tenant must advise Landlord, in writing, if any agency of state government other than the User Agency named in § 1.1 uses or occupies all or any portion of the

Premises, or if there is a substitution of any agency of state government for the User Agency named in § 1.1.

6.6 Alterations and Additions

(a) Tenant has the right to make non-structural alterations or additions to the Premises (Tenant Alterations), provided that Tenant must first obtain Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord has the right to withhold Landlord's consent to any proposed Tenant Alterations that would violate any law, ordinance, code, or regulation of governmental authorities with jurisdiction, or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building.

(b) As a condition to giving Landlord's consent to Tenant Alterations, Landlord has the right to require that Tenant remove all or a portion of Tenant Alterations at the expiration or earlier termination of this Lease, provided that Landlord must designate all such items to be removed at the time Landlord gives Landlord's consent.

(c) As a further condition for Landlord's consent, Landlord has the right to require that, before the commencement of the work, Tenant submit to Landlord, for Landlord's approval, plans and specifications that reasonably identify and describe proposed Tenant Alterations. Landlord must review Tenant's plans and specifications, and inform Tenant, in writing, of Landlord's approval or disapproval within ten business days after submission by Tenant. If Landlord disapproves, Landlord must identify, in writing, each reason for disapproval and identify, in writing, each modification that must be made by Tenant in order to obtain Landlord's approval. If Landlord fails to so inform Tenant of disapproval within ten business days after submission by Tenant or fails to so identify each modification that is necessary to obtain Landlord's approval, Tenant's plans and specifications are deemed approved.

(d) Tenant must (i) do all such Tenant Alterations at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) complete all such Tenant Alterations in accordance with any plans and specifications that Landlord approves and in a good and workmanlike manner, with materials in quality at least equal to the then-present construction, (iii) cause contractors that Landlord approves to perform all such Tenant Alterations, provided that Landlord's approval is not required for any contractor that Tenant selects pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) perform and complete all such Tenant Alterations in compliance with all applicable laws, ordinances, codes, and regulations of governmental authorities, and with regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) perform and complete all such Tenant Alterations at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. Landlord's approval of any plans and specifications, or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

(e) At all times during the construction of any Tenant Alterations, Tenant must cause Tenant's contractors and any subcontractors to maintain Workers' Compensation insurance covering the persons employed in connection with such Tenant Alterations as

required by law and, if the estimated construction cost of such Tenant Alterations exceeds $25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant, with limits that Landlord reasonably establishes, to protect against the risks or nature of the construction to be undertaken, or with limits customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (ii) such builders-risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts that Landlord reasonably deems necessary. Tenant must not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained, and certificates evidencing such coverage have been delivered to and approved by Landlord. Each insurance policy must be with a company authorized to do business in Massachusetts and must provide that Landlord be given at least 20 days prior, written notice of any alteration or termination of coverage.

(f) Landlord has the right to inspect the work as the work progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant must not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant, and Tenant must promptly cause any such lien to be released of record or bonded off without cost to Landlord.

(g) All Tenant Alterations must remain the exclusive property of Tenant until Tenant vacates the Premises. At any time, at Tenant's sole option, Tenant has the right to remove any Tenant Alteration and restore the Premises to the same conditions as before the Tenant Alteration, reasonable wear and tear, and damage by fire or other casualty, excepted. Any Tenant Alteration remaining on the Premises after Tenant vacates the Premises becomes the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

At the expiration or other termination of this Lease, Tenant must remove all of Tenant's effects from the Premises. Tenant must surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the Premises, as set forth in this Lease, reasonable wear and tear, and damage by fire or other casualty, excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises becomes the property of Landlord. If Landlord removes and disposes of any remaining property, Tenant agrees to pay the reasonable costs of removal and disposal, less any salvage value that Landlord actually recovers, provided that such claim is submitted to Tenant, in writing, within 30 days after Tenant vacates the Premises.

7. CASUALTY; EMINENT DOMAIN

7.1 Fire or Other Casualty

(a) If fire or other casualty damages the Premises or any other portion of the Building to which Tenant has appurtenant rights under § 2.1 (and that is necessary for reasonable access to or egress from the Premises, or for Tenant's use and enjoyment of the Premises, as this Lease contemplates), then, subject to the next paragraph, Landlord must proceed with diligence to establish and collect all valid claims that arise against insurers, based upon any such damage and, subject to the then applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to repair such damage or

destruction and to restore the Premises and Building as nearly as practicable to their condition before such casualty, at Landlord's sole expense (but, provided Landlord has maintained the casualty insurance that this Lease requires, only to the extent of insurance proceeds that Landlord's insurers made available to Landlord and to any mortgagee of the Building). Notwithstanding the forgoing, Landlord has no duty to repair any damage to any Tenant Alterations unless the damage was caused by the negligence, breach of this Lease, or willful misconduct of Landlord.

(b) Notwithstanding the preceding paragraph, if either Landlord or Tenant determines, in Landlord's or Tenant's commercially reasonable business judgment, that Landlord cannot be expected to repair the damage to the Premises or to the Building within 120 days from the date of the fire or other casualty, due to the character of such damage, or if the remainder of the Term is less than one year, then either Landlord or Tenant has the right to terminate this Lease. Tenant also has the right to terminate this Lease if Landlord, having notified Tenant of Landlord's intention to repair the damage to the Premises or Building, as provided in this Lease, fails to complete such repairs within 120 days after a fire or other casualty. If neither Landlord nor Tenant exercises a right to terminate this Lease, as provided in this § 7.1, Landlord must provide Tenant with substitute Premises for the affected portion of the Premises for no additional Rent, sufficient and adequate for Tenant to conduct business in a commercially reasonable manner, and must bear any relocation expenses incurred by Tenant for relocation from the original Premises to the substitute Premises, and back to the original Premises, provided that Tenant must continue to pay the Rent.

(c) The rights of Landlord and Tenant to terminate this Lease if there is a fire or other casualty are subject to the following notice provisions: Within 30 days after the occurrence of a fire or other casualty, Landlord must notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate this Lease in accordance with the preceding paragraph (i) within 30 days after the occurrence of a fire or casualty or (ii) within 30 days after the expiration of the 120-day period given to Landlord to repair the Premises if this Lease is not terminated and Landlord fails to complete such repair within said 120-day period. Any such termination of this Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless so terminated, this Lease remains in full force and effect, subject, however, to other provisions of this § 7.1.

(d) If any damage to the Premises or the Building, or if Landlord's repair of either or both (i) renders any part of the Premises unfit for Tenant's use and occupancy or otherwise prevents Tenant's use and occupancy of such part of the Premises, or (ii) causes a material cessation or reduction in Landlord's Services (as identified in Exhibit C) under this Lease, and (iii) Tenant continues to use and occupy the unaffected portion of the Premises, a proportionate amount of Rent must be abated (unless Tenant has been relocated to substitute premises as set forth in (b) above) until the affected portion of the Premises, Landlord's Services, or both has or have been restored as required under this Lease unless Tenant has relocated to substitute premises as provided by § 7.1 (b).

7.2 <u>Eminent Domain</u>

(a) If all or any substantial part of the Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this Lease terminates at Landlord's election, which Landlord has the right to make notwithstanding

the divestiture of Landlord's entire interest in the Building. Tenant has the right to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if Landlord reconstructs the Premises and Building to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines, in Tenant's reasonable business judgment, that Landlord cannot reasonably be expected to complete, within 150 days from the date of the Taking, any reconstruction of the Premises, of the Building, or of both that is necessary for Tenant's use and occupancy of the Premises in accordance with the provisions of this Lease, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within 150 days after the Taking.

(b) The foregoing rights of Landlord and Tenant to terminate this Lease if there is a Taking is subject to the following notice provisions: Within 30 days after a Taking of all or a substantial part of the Premises or the Building, Landlord must notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate the Lease within 30 days after the Taking, or within 30 days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period. Any such termination of the Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless terminated pursuant to the foregoing provisions, this Lease remains in full force and effect, subject, however to other provisions of this § 7.2.

(c) If Landlord does not terminate this Lease after a Taking, or if the Taking effects less than all or a substantial part of the Premises or the Building, Landlord must proceed with diligence to establish and collect all valid claims that arise against the Taking authority or others and, subject to the then-applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to restore the Premises and the Building, or their remains, as nearly as practicable to their condition before such Taking, at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.

(d) If any Taking of the Premises or the Building or if Landlord's restoration of either or both (i) reduces the Usable Area of the Premises, (ii) renders any part of the Premises unfit for Tenant's use and occupancy, or otherwise materially interferes with Tenant's use and occupancy of the Premises, or (iii) causes a material cessation or reduction in Landlord's Services under this Lease (even if Tenant continues to use and occupy the Premises), Rent or a just portion of Rent must be abated until the Premises or their remains, such services, or all of them are restored, as this Lease requires. In the case of a Taking that reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord's Services on a permanent basis, a just portion of Rent must be abated for the remainder of the Term.

(e) Landlord reserves all rights to any damages or compensation payable by reason of any Taking, and Tenant grants to Landlord all of Tenant's rights to such damages or compensation, and covenants to execute and deliver such further instruments as Landlord requests from time to time in order to obtain such damages or compensation, provided, however, that Tenant reserves for Tenant any award specifically reimbursing Tenant for moving or relocation expenses, and any other award, the payment of which does not diminish the amounts otherwise payable to Landlord.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Landlord must indemnify, save harmless, and defend Tenant from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that Tenant incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that Tenant employs. This indemnity survives the Expiration Date.

8.2 Insurance Coverage to be Maintained by Landlord

(a) At all times after the Date of Occupancy and during the Term, Landlord, at Landlord's sole cost and expense, must keep in force a commercial general liability insurance policy insuring Landlord against all claims and demands for personal injury or damage to property that are claimed to have occurred upon or about the Premises, Building, or appurtenant areas. This policy must be written on an occurrence basis to provide protection in an amount not less than $2,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring Landlord's performance of the indemnity agreement set forth in § 8.1. This policy also must name Tenant as an additional insured, but only if (i) Tenant occupies at least 20% of the tenanted portion of the Building using Landlord's generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.

(b) Landlord also must maintain casualty insurance for the Building (including all fixtures and equipment that Landlord installs, and all alterations and additions that Landlord makes) insuring Landlord against loss or damage that fire and other risks, which are customarily contemplated by "all-risks" endorsements of insurance policies, cause (with such additional endorsements as are necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris removal, and demolition), in an amount equal to 100% of the replacement cost of the Building and the Building's fixtures and equipment.

(c) At all times during the Term, Landlord must maintain, and must cause Landlord's contractors and any subcontractors to maintain, Workers' Compensation insurance, as required by law, covering each person who is employed by Landlord, and by Landlord's contractors and any subcontractors, to provide labor, services, or both in connection with the Premises, the Building, the property on which the Building is situated, or in connection with any combination of two or more of the Premises, the Building, and the property on which the Building is situated.

(d) Landlord must take out each insurance policy with insurers qualified to do business in the Commonwealth, and each such insurance policy must have only such deductibles as are reasonable and customary.

(e) On or before the Date of Occupancy, Landlord must provide Tenant with a certificate of insurance, in a form reasonably satisfactory to Tenant, for each required policy of insurance, and must provide Tenant with a certificate evidencing renewal of each such policy at least 20 days before the policy's expiration. If Tenant is named as an additional insured under Landlord's commercial general liability insurance policy, Landlord must provide Tenant with an endorsement issued by the underwriter showing Tenant as an additional insured under the policy and providing that the policy must not be canceled, terminated, reduced, or changed in any material respect without at least 20 days prior written notice to Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that this Lease does not require Tenant to procure or maintain insurance of any kind for payment of damages to Landlord or to any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of § 13.1, the provisions of G. L. c. 258 and any successor statute govern Tenant's liability for injuries to persons or property.

8.4 Tenant's Personal Property; Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Tenant, and of all persons claiming by, through, and under Tenant, that, during the Term, are on the Premises or in the Building at the sole risk and hazard of Tenant, except for damage or loss caused by Landlord's negligence, breach of this Lease, or willful misconduct. If fire, water, or other casualty destroys or damages the whole or any part of such personal property, no part of such loss or damage is to be charged to or to be borne by Landlord unless such loss or damage is due to the negligence, breach of this Lease, or willful misconduct of Landlord.

8.5 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Lease, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

9. DEFAULT

9.1 Event of Default by Tenant

Each of the following is an "Event of Default" by Tenant:

(a) Tenant fails to pay, when due, any sum of money due to Landlord by Tenant under this Lease, whether such sum is an installment of Rent or any other payment or reimbursement,

and such failure continues for a period of ten business days after written notice from Landlord.

(b) Tenant fails to comply with any other obligation or covenant of Tenant under this Lease, and fails to cure such failure within 30 days after receiving written notice from Landlord specifying such failure, or for those failures that cannot be cured within such 30-day period, if Tenant fails to commence such cure within such 30-day period and thereafter fails to diligently pursue such cure to completion.

(c) Any warranty, representation, or statement that Tenant makes in this Lease is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

(a) Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in § 9.3 and any other remedies available to Landlord at law or in equity, Landlord has the right to terminate this Lease upon not less than 60 days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant that poses an immediate threat to the health or safety of persons or property, Landlord has the right to reduce said 60-day notice period to ten days. Upon such termination, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant must then quit and surrender the Premises to Landlord as provided in § 6.7, but Tenant remains liable for damages arising out of such Event of Default, as provided in this Lease.

(b) Upon termination of this Lease by Landlord pursuant to this § 9.2, Tenant must pay to Landlord Rent payable by Tenant to Landlord up to the Expiration Date, and Tenant remains liable for any breach of Tenant's obligations under this Lease occurring before the Expiration Date. In addition, Tenant is liable to pay Landlord, as damages, the aggregate of Rent remaining in the Term.

(c) Tenant must pay Rent in the same manner, to the same extent, and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Landlord must credit Tenant with the net rents that Landlord actually receives from a reletting of the Premises. Net rents must be determined by deducting from the gross rents, as and when Landlord receives the gross rents from such reletting, the reasonable expenses that Landlord incurs or pays in terminating this Lease and the reasonable expenses that Landlord incurs or pays in connection with the reletting of the Premises that are allocable to the Term. In no event is Tenant entitled to receive any excess of such net rents over the sums that Tenant must pay to Landlord under this Lease. If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord must take all reasonable steps to mitigate Landlord's damages, including making reasonable efforts to relet the Premises for a period that is equal to, shorter, or longer than the Term.

9.3 Cure by Landlord

If Tenant fails to perform any of Tenant's obligations, agreements, or covenants under this Lease, and if Tenant does not cure such failure within 30 days after written notice from Landlord specifying the failure or, for those failures that are incapable of being cured within such 30-day period, if Tenant fails to commence such cure within said 30-day period and thereafter to

diligently pursue such cure to completion, Landlord, at Landlord's sole option, without waiving or limiting any claim for damages, and at any time thereafter, has the right to perform such obligation of Tenant, provided that Landlord, after notice to Tenant (including telephonic notice), has the right to cure any such failure before the expiration of the waiting period described above if the curing of such breach before the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure Tenant's failure to perform, such sums paid or obligations incurred, to the extent they are reasonable, are due from Tenant to Landlord as additional rent. Landlord must deliver to Tenant an itemized statement of all costs that Landlord incurs to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Tenant must pay any additional rent due by reason of such costs with the second installment of Rent due after Landlord delivers such statement to Tenant.

9.4 Event of Default by Landlord

Each of the following is an "Event of Default" by Landlord:

(a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within 30 days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion.

(b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant has the remedies described in § 9.6, if applicable, given the nature of the Event of Default, and any other remedy available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause or causes of such Event of Default within 30 days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord's obligations under this Lease occurring before such Expiration Date, and Tenant is required to comply with the provisions of § 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within 30 days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period

and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord's failure to perform as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, are deemed paid or incurred on behalf of Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant must deliver to Landlord an itemized statement of all costs that Tenant incurs to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Landlord must promptly pay any outstanding bills for labor, materials, or both, and, within 30 days of Tenant's demand, must reimburse Tenant for any amount that Tenant pays on behalf of Landlord. If Landlord fails to reimburse Tenant within such period, Tenant has the right to deduct the amount from the next or any succeeding payments of Rent due under this Lease.

9.7 Remedies Cumulative

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other, and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

10. MORTGAGE PROVISIONS

10.1 Estoppel Certificate

Within 20 business days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant must execute and deliver to Landlord a certificate in the form of the then-current *Commonwealth of Massachusetts Estoppel Certificate* that indicates any then-existing exceptions.

10.2 Subordination

Upon the written request of Landlord, Tenant must subordinate this Lease and its lien to the lien of any future mortgage(s) upon the Premises that is (are) held by a bank, insurance company, governmental agency, or other financial institution (or more than one), provided that Landlord and the holder(s) of such mortgage(s) executes and delivers to Tenant the then-current *Commonwealth of Massachusetts Subordination, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof.

10.3 Recognition

As a condition precedent to Tenant's execution of this Lease, Landlord must cause each bank, insurance company, governmental agency, or other financial institution, which is a holder of the lien of any existing mortgage upon the Premises, to join Landlord and Tenant in the execution and delivery of the then-current *Commonwealth of Massachusetts Recognition, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and

replacements thereof. If Landlord does not satisfy such condition precedent in the prescribed manner, then Landlord thereby represents to Tenant that there is no such existing mortgage, with the express understanding that Tenant relies on such representation as a material representation inducing Tenant to execute this Lease.

11. HOLDING OVER

If Tenant or anyone claiming under Tenant remains in possession of the Premises or of any part of the Premises after the expiration of the Term without any agreement in writing between Landlord and Tenant with respect to such possession, then before Landlord's acceptance of Rent, the person remaining in possession is deemed a tenant-at-sufferance. After Landlord's acceptance of Rent, such person is deemed a tenant-from-month-to-month, subject to the provisions of this Lease insofar as the same are applicable to a tenant-from-month-to-month. However, Tenant agrees that Landlord has the right to accept any Rent that Tenant tenders after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord has for a higher fair-market rent for the Premises, provided that Landlord must give Tenant written notice of such claim *before* acceptance of Rent. Nothing in this § 11 is to be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

12. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

12.1 Tenant's Obligations Subject to Appropriations and Authorizations

The fiscal year of the Commonwealth is the 12-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, § 27, the obligations of Tenant under this Lease, and under any modification, extension, or renewal of this Lease for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency.

12.2 Termination of Lease for Lack of Appropriations and Authorizations

If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant's obligations under this Lease are not appropriated and authorized, or if, during any fiscal year during the Term, funds for the discharge of Tenant's obligations under this Lease are reduced pursuant to G. L. c. 29, § 9C, then Tenant has the right to terminate this Lease by written notice to Landlord without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant must pay all Rent and any other charges due to Landlord for the period before Tenant's surrender of the Premises, and that Tenant must comply with the provisions of § 6.7 of this Lease.

13. PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee, or consultant of the Commonwealth of Massachusetts is ever personally liable to Landlord, or to any successor-in-interest to Landlord, or to any person claiming through or under Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of Tenant's obligations under this Lease, or for or on account of any amount that is

due or becomes due under this Lease, or for the satisfaction of any judgment against Tenant under this Lease, or on any claim, cause, or obligation whatsoever under this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Landlord is ever personally liable to Tenant, or to any successor-in-interest to Tenant, or to any person claiming through or under Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of Landlord's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease, or on any claim, cause, or obligation whatsoever under this Lease. Tenant must look solely to Landlord's interest in the Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Premises, the Building, and said land for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph limits any right that Tenant otherwise has to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant is entitled under this Lease. In addition, nothing in this § 13.2 limits the recourse of Tenant on account of willful fraudulent conduct.

14. NOTICE

14.1 Notice

(a) Unless otherwise expressly permitted under this Lease, all notices or other communication required or permitted to be given under this Lease must be in writing, signed by a duly authorized representative of the party giving notice and given by hand delivery (including, without limitation, courier and overnight-delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.

(b) Unless otherwise expressly stated in this Lease, notices must be addressed and sent to Landlord at the address appearing for Landlord in § 1.1 and to Tenant at the address appearing for Tenant in § 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Tenant.

(c) Under this § 14, Landlord and Tenant, at any time and from time-to-time, each has the right to designate a different address or different addresses to which notices must be sent.

(d) All notices given in accordance with §§ 14.1 (a), 14.1 (b), and 14.1 (c) are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused or could not be attained.

14.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Landlord or Tenant is deemed under this Lease to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN ____ DAYS RESULTS IN AUTOMATIC APPROVAL.

15. FORCE MAJEURE

Whenever this Lease requires performance on or by a fixed date, or within a fixed time or a reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation (including any delay in the payment of Rent caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAMM), weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a Force Majeure Event) delays performance, the time for performance must be extended for a period that is equal to the duration of the delay.

16. MISCELLANY

16.1 Extension

Landlord and Tenant have the right to extend the Term for an Extension Term or Extension Terms not to exceed five years in the aggregate pursuant to mutually agreed upon provisions. This provision must not be construed as granting Landlord or Tenant an option to extend the Term, and no such extension is effective unless and until Landlord and Tenant execute and deliver a written modification of this Lease extending the Term.

16.2 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between Landlord and Tenant with respect to this Lease.

16.3 Changes in Lease

The provisions of this Lease must not be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this Lease and approved as required by law. No such instrument is void for lack of a recital of consideration.

16.4 Binding Agreement

This Lease binds and inures to the benefit of the parties to this Lease and to their respective representatives, successors, and assigns. All provisions of this Lease must be construed as covenants running with the land.

16.5 Governing Law

This Lease must be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in which the Commonwealth of Massachusetts, the User Agency, or DCAMM is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.6 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease does not prevent a subsequent act, that would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease is deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

16.7 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Landlord or Tenant in connection with the procurement or consummation of this Lease.

16.8 Rights and Remedies not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy precludes Landlord or Tenant from exercising any other right, having any other remedy, or maintaining any action to which Landlord or Tenant otherwise is entitled, either at law or in equity.

16.9 Accord and Satisfaction

Acceptance by Landlord of a lesser sum than Rent then due must not be deemed to be other than on account of the earliest installment of such Rent due, and any endorsement or statement on any check of Landlord or Tenant, or any letter accompanying any check or payment from either Landlord or Tenant to the other, must not be deemed an accord and satisfaction, and Landlord and Tenant each has the right to accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.10 Debarred or Suspended Contractors

Landlord must not accept bids or proposals from, or enter into any contract with, any person or firm for the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts, with the government of the United States of America, or with both under any applicable statute or regulation, or is subject to a stop-work order issued by any governmental authority with jurisdiction under any applicable statute or regulation. Landlord must require each person and firm with whom Landlord contracts for the construction, repair, or maintenance of the Premises to agree with Landlord not to accept bids or proposals from, or enter into or continue any contract with, any such debarred or suspended person or firm, or from or with any person or firm subject to any such stop-work order, for all or any part of the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises, and Landlord must strictly enforce each such agreement.

16.11 Time of Essence

Time is of the essence to this Lease and to each of its provisions.

16.12 Affirmative Action; Non-discrimination in Hiring and Employment

Landlord must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Landlord commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

16.13 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then Landlord and Tenant are relieved of all obligations under that provision (or the application of that provision under circumstances in which that provision is illegal or unenforceable), provided, however, that the remainder of this Lease must be enforced to the fullest extent permitted by law.

16.14 Notice of Lease

Upon the request of Tenant, Landlord must execute and deliver to Tenant a recordable notice of this Lease.

16.15 No Agreement until Signed

No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord and by the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (the Commissioner of the Division of Capital Asset Management and Maintenance is joined by an authorized

representative of the User Agency as an adjunctive signatory), and delivery is made by and to each.

16.16 State Employees Barred from Interest

No official, employee, or consultant of the Commonwealth of Massachusetts must ever have any personal interest, direct or indirect, in this Lease or in Landlord, or participate in any decision relating to this Lease that affects the personal interest of such official, employee, or consultant, or that affects the interest of any corporation, partnership, or association in which such official, employee, or consultant is, directly or indirectly, interested.

16.17 Paragraph Headings

The paragraph headings in this Lease are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this Lease.

16.18 Counterparts

This Lease is executed in multiple counterparts, each such counterpart is an original for all intents and purposes, and all such counterparts together constitute one and the same Lease.

16.19 Rider, Exhibits, and Other Accompanying Documents

Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," each rider, exhibit, and other accompanying document is an integral part of this Lease for all lawful intents and purposes.

The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____

Carole J. Cornelison, Commissioner, who certifies, under penalties of perjury, that she has fully complied with the advertising requirements of G. L. c. 7, § 40H, in connection with the property described in this document.

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

_____

Peter A. Wilson, Deputy General Counsel
Division of Capital Asset Management and Maintenance

RIDER TO LEASE

DATE OF LEASE:

LANDLORD:

TENANT: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, the [USER AGENCY]

BUILDING (ADDRESS):

PREMISES:

Modify this Lease as follows:

NOTE: THE FINAL PROVISION OF THE RIDER TO LEASE MUST BE ON THE PAGE THAT IMMEDIATELY PRECEDES THE SIGNATURE PAGE OF THE RIDER TO LEASE. THE BOTTOM OF THE PAGE THAT IMMEDIATELY PRECEDES SUCH SIGNATURE PAGE MUST STATE:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____

Carole J. Cornelison, Commissioner, who certifies, under penalties of perjury, that she has fully complied with the advertising requirements of G. L. c. 7, § 40H, in connection with the property described in this document.

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

_____

Peter A. Wilson, Deputy General Counsel
Division of Capital Asset Management and Maintenance

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, _____,
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)

_____ of _____ (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)
(name of Landlord, Licensor, Mortgagee, ***or*** Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at _____
(address of principal place of business of Landlord, Licensor, Mortgagee ***or*** Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under ***(a)*** the lease ***or (b)*** the short-term tenancy agreement ***or (c)*** the license ***or (d)*** the amendment ***or (e)*** the subordination, non-disturbance, and attornment agreement ***or (f)*** the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at _____
(address of the premises as stated in
_____that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.

2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.

3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on _____, 20_____.

_____
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)

LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7, § 40J[1], the undersigned _____, _____ of
(Name) (Title)
_____ certifies the following:
(Full name(s) of Landlord, as Landlord's name(s) appear(s) in the Lease)

(1) DESCRIPTION & ADDRESS OF LEASED PREMISES:

(2) TERM From: _____ to: _____

(3) LANDLORD NAME and ADDRESS:

(4) TENANT: Commonwealth of Massachusetts

(5) Name and address of **all** persons who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). **Please note: Do not write "none."**

NAME ADDRESS

(6) **None** of the above mentioned persons is an employee of the Division of Capital Asset Management and Maintenance ("DCAMM") or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below. **Please note: If none, write "none"; do not leave blank.**

NAME DCAMM OR PUBLIC-OFFICE TITLE

(7) The undersigned further agrees that a new Disclosure Statement must be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within 30 days of such change.

Signed under the penalties of perjury on _____, 20_____.

_____
Signature of Person whose Name and Title appear at the top of this page

[1] "No agreement to rent ... real property to a public agency, and no renewal or extension to such agreement, shall be valid and no payment shall be made to the lessor ... of such property, unless a statement, signed, under penalties of perjury, has been filed by the lessor, ... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G. L. c. 7, § 40J).

CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE

Pursuant to G. L. c. 62C, § 49A[1], and G. L. c. 151A, § 19A(b)[2], _____,
(Name)
_____ of _____,
(Title) (Name of Landlord)

whose principal place of business is located at _____

_____, certifies that:

A. Landlord has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

B. Landlord has complied with all laws of the Commonwealth relating to employment-security contributions and payments in lieu of contributions.

Signed under the penalties of perjury on _____, 20_____.

_____
Signature of Person whose Name and Title appear at the top of this page

[1] "No contract or other agreement for the purposes of providing … real estate space to any … agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless the person certifies in writing, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support …"

[2] "No contract or other agreement for the purpose of providing … physical space to any agency or instrumentality of the commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing, under penalties of perjury, that said employer has complied with all laws of the commonwealth relating to [employment-security] contributions and payments in lieu of contributions."

COMMONWEALTH OF MASSACHUSETTS

[NUMBER] AMENDMENT TO LEASE AND LEASE EXTENSION

This [NUMBER] Amendment to Lease and Lease Extension (this [NUMBER] Amendment) is made on _____, 20_____, by and between [NAME OF LANDLORD] (Landlord) and the Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance, [formerly known as the Division of Capital Planning and Operations] (Tenant) on behalf of the [NAME OF USER AGENCY] (the User Agency).

Landlord and Tenant entered into the Lease dated _____, for the Premises in the Building, located at [ADDRESS AND CITY OR TOWN OF LEASED PREMISES], Massachusetts.

The Term commenced [DATE OF OCCUPANCY], at 12:01 a.m.

[SEE INSTRUCTIONS REGARDING ADDITIONAL RECITALS]

Landlord and Tenant desire to extend the Term ***[if applicable, to increase/decrease the rental rate, to make certain improvements, to increase the amount of space leased to Tenant, etc.]***, and to further modify the Lease ***[if applicable, as amended]***.

In consideration of the mutual promises contained in the Lease **[*if applicable: see the following examples]***

- ***"the First Amendment, and in this Second Amendment (collectively the Lease, as amended)***, Landlord and Tenant agree as follows:
- ***"the First Amendment, the Second Amendment, the Third Amendment, and in this Fourth Amendment (collectively, the Lease, as amended)***, Landlord and Tenant agree as follows:

[SEE SAMPLES FILE FOR ADDITIONAL STANDARD LANGUAGE NEEDED FOR BUSINESS TERMS]

1. The Term is extended from [ONE DAY AFTER ORIGINAL LEASE TERMINATION DATE], at 12:01 a.m., until [NEW LEASE TERMINATION DATE], at 11:59 p.m.

2. From [ONE DAY AFTER ORIGINAL LEASE TERMINATION DATE], at 12:01 a.m., until [NEW LEASE TERMINATION DATE], at 11:59 p.m., the annual rental rate is [$_____] per square foot for an annual Rent of [$_____], payable in equal monthly installments of [$_____].

3. Tenant has the right to terminate the Lease, as amended, without cause, by giving Landlord written notice not less than _____ days before the Expiration Date stated in said notice, provided that such Expiration Date must not be before _____. On the Expiration Date, the rights, obligations, and liabilities of Landlord and Tenant end, except for those rights, obligations, and liabilities that continue under the Lease, as amended, after termination.

[ALTERNATE ITEM 3]

3. Either Landlord or Tenant has the right to terminate the Lease, as amended, without cause, by giving the other party written notice not less than _____ days before the Expiration Date stated in said notice, provided that no Notice of Termination is given later than _____. On the Expiration Date, the rights, obligations, and liabilities of Landlord and Tenant end except for those rights, obligations, and liabilities that continue under the Lease, as amended, after termination.

4. To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Lease, as amended, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

5. Landlord warrants and represents that Landlord's name appears in this [NUMBER] Amendment exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if the Lease ***[if applicable, as amended]*** is a sublease.

6. Landlord warrants and represents that Landlord has full legal capacity to enter into this [NUMBER] Amendment.

7. If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord warrants and represents that Landlord is validly organized and existing, that Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and that Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

8. Landlord warrants and represents that the execution of this [NUMBER] Amendment is duly authorized and that each person executing this [NUMBER] Amendment on behalf of Landlord has full authority to do so and to fully bind Landlord thereby.

9. If (a) the Premises are encumbered by a mortgage or by another loan document that requires the prior written consent of the mortgagee or of another lender to any amendment to the Lease, or (b) a mortgagee or another lender has entered into a Subordination, Non-Disturbance, and Attornment Agreement or into a Recognition, Non-Disturbance, and Attornment Agreement with Landlord, Tenant, and the User Agency that requires the prior written consent of the mortgagee or another lender to any amendment to the Lease if the mortgagee or another lender is to be bound by such amendment, or (c) Landlord is a sublandlord and has entered into a written agreement with Tenant, the User Agency, and a superior landlord that requires the prior written consent of such superior landlord to any amendment to the Lease if such superior landlord is to be bound by such amendment, or (d) any two or all three of (a), (b), and (c) are applicable, then Landlord warrants and represents that Landlord has obtained each such prior written consent and

has provided a true copy of each such prior written consent to Tenant simultaneously with Landlord's execution of this [NUMBER] Amendment.

10. All terms-of-art in this [NUMBER] Amendment have the respective meanings that are given to them in the Lease ***[if applicable, ", as amended"]*** unless otherwise indicated in this [NUMBER] Amendment.

11. Except as modified by this [NUMBER] Amendment, all provisions, obligations, and covenants that are contained in the Lease ***[if applicable, ", as amended"]*** remain in effect and are performed and completed as agreed in the Lease ***[if applicable, ", as amended"]***.

12. Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," if any, each rider, exhibit, and other accompanying document is an integral part of this [NUMBER] Amendment for all lawful intents and purposes. The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

[SEE INSTRUCTIONS REGARDING EXHIBITS AND EXECUTION]

Landlord and Tenant have executed multiple counterparts of this document under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Carole J. Cornelison, Commissioner

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

_____
Peter A. Wilson, Deputy General Counsel
Division of Capital Asset Management and Maintenance

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, _____,
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)

_____ of _____ (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)
(name of Landlord, Licensor, Mortgagee, ***or*** Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at _____
(address of principal place of business of Landlord, Licensor, Mortgagee ***or*** Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under ***(a)*** the lease ***or (b)*** the short-term tenancy agreement ***or (c)*** the license ***or (d)*** the amendment ***or (e)*** the subordination, non-disturbance, and attornment agreement ***or (f)*** the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at _____
(address of the premises as stated in
_____that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.

2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.

3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on _____, 20_____.

_____
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)

LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7, § 40J[1], the undersigned _____, _____ of
(Name) (Title)
_____ certifies the following:
(Full name(s) of Landlord, as Landlord's name(s) appear(s) in the Lease)

(1) DESCRIPTION & ADDRESS OF LEASED PREMISES:

(2) TERM From: _____ to: _____

(3) LANDLORD NAME and ADDRESS:

(4) TENANT: Commonwealth of Massachusetts

(5) Name and address of **all** persons who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). **Please note: Do not write "none."**

NAME ADDRESS

(6) **None** of the above mentioned persons is an employee of the Division of Capital Asset Management and Maintenance (DCAMM) or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below. **Please note: If none, write "none"; do not leave blank.**

NAME DCAMM OR PUBLIC-OFFICE TITLE

(7) The undersigned further agrees that a new Disclosure Statement must be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within 30 days of such change.

Signed under the penalties of perjury on _____, 20_____.

_____
Signature of Person whose Name and Title appear at the top of this page

[1] "No agreement to rent ... real property to a public agency, and no renewal or extension to such agreement, shall be valid and no payment shall be made to the lessor ... of such property, unless a statement, signed, under penalties of perjury, has been filed by the lessor, ... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G. L. c. 7, § 40J).

CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE

Pursuant to G. L. c. 62C, § 49A[1], and G. L. c. 151A, § 19A(b)[2], _____,
(Name)
_____ of _____,
(Title) (Name of Landlord)

whose principal place of business is located at _____

_____, certifies that:

A. Landlord has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

B. Landlord has complied with all laws of the Commonwealth relating to employment-security contributions and payments in lieu of contributions.

Signed under the penalties of perjury on _____, 20_____.

_____
Signature of Person whose Name and Title appear at the top of this page

[1] "No contract or other agreement for the purposes of providing … real estate space to any … agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless the person certifies in writing, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support …"

[2] "No contract or other agreement for the purpose of providing … physical space to any agency or instrumentality of the commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing, under penalties of perjury, that said employer has complied with all laws of the commonwealth relating to [employment-security] contributions and payments in lieu of contributions."

THIS OFFICIAL FORM MUST NOT BE MODIFIED

COMMONWEALTH OF MASSACHUSETTS
TENANT ESTOPPEL CERTIFICATE

Date of Certificate:

To: Landlord named in this Tenant Estoppel Certificate

Landlord:

Tenant: Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance on behalf of the User Agency, _____

Lease: Lease between Landlord and Tenant dated _____, as modified by the following:

_____, dated _____
_____, dated _____
_____, dated _____

Building: _____

Premises: _____ usable square feet on the _____ floor(s) of the Building, as more particularly described by the Lease

Lease Provisions:

Term Commencement Date: _____
Scheduled Expiration Date: _____
(Subject to any provision for renewal or extension or for earlier termination of the Term that may be provided by the Lease, as modified.)
Amount of monthly rent: _____
Date through which rent has been paid: _____
Number of reserved parking spaces: _____

Tenant certifies that the preceding and following representations in this certificate are true:

1. Lease:

   Except as provided by Exhibit A:

   (a) The Lease is in full force and effect according to the Lease's provisions and has not been modified, except as noted above. The Lease, as so modified (if applicable), constitutes the entire agreement between Landlord and Tenant with respect to the Premises.

   (b) The Term began on the Term Commencement Date and is scheduled to expire on the Scheduled Expiration Date. Tenant has no right or option to renew or extend the Term or to expand or purchase the Premises, except as provided by the Lease.

2. Defaults and Defenses:

   Except as provided by Exhibit A:

   (a) There is no Event of Default (as defined by the Lease) by either Landlord or Tenant under the Lease.

   (b) To the best of Tenant's knowledge, no event has occurred that, with the giving of notice or the passing of time, would result in an Event of Default by Landlord under the Lease.

   (c) To the best of Tenant's knowledge, Tenant has no defenses against the enforcement of the Lease and no charges, liens, or offsets against payment of rent due or to become due.

3. Rent:

   Except as provided by Exhibit A:

   (a) No rent has been paid more than one month in advance of the rent-payment's due date.

   (b) Except as otherwise provided by the Lease, Tenant is not entitled to, and has not made any agreement with the Landlord or Landlord's agents or employees concerning, free rent, partial rent, rebate of rent payments, credit or deduction in rent, or any other rental concession.

4. Landlord's Improvements:

   Except as provided by Exhibit A:

   (a) All of the Landlord's Improvements (as defined by the Lease) to be provided by Landlord have been completed to Tenant's satisfaction. To the best of Tenant's knowledge, all of the obligations on the part of the Landlord under the Lease for the completion of the Landlord's Improvements have been carried out and fully completed, and Tenant has no claim against Landlord for lack of completion of the Landlord's Improvements or any known defect in the Landlord's Improvements.

   (b) Tenant is not aware of any defects in the Premises or in any of the Landlord's Improvements constructed elsewhere in the Building.

5. Occupancy:

Except as provided by Exhibit A:

(a) Tenant occupies the entire Premises for the purposes permitted by the Lease and is actively conducting Tenant's business in the Premises.

(b) As provided by the Lease or otherwise, Tenant has not transferred any portion of the Premises or assigned any of Tenant's rights under the Lease.

Executed as a sealed instrument, governed by the laws of the Commonwealth of Massachusetts, and effective on the date first written above.

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Carole J. Cornelison, Commissioner

USER AGENCY: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

COMMONWEALTH OF MASSACHUSETTS

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this **Agreement**) is made on _____, by and among _____ (**Mortgagee**), _____ (**Landlord**), and the Commonwealth of Massachusetts (**Tenant**) acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance on behalf of the User Agency, _____.

Landlord owns certain real property located at _____ in the municipality of _____ in _____ County, Massachusetts, and more particularly described in Exhibit A (the **Property**).

Landlord and Tenant made and entered into a lease dated _____ (said lease, together with any and all amendments thereto and extensions thereof, the **Lease**), with respect to certain premises (the **Premises**) located on the Property.

Mortgagee made a loan to Landlord that is secured by a mortgage (the **Mortgage**) upon the Premises, and an assignment of leases and rents (the **Assignment**) (the Mortgage and the Assignment collectively the **Security Documents**) that are recorded in the _____ Registry of Deeds.

Mortgagee, Landlord, and Tenant desire to confirm their understanding with respect to the Lease and the Security Documents.

In consideration of the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are acknowledged, the parties to this Agreement covenant and agree as follows:

1. Subordination

Subject to the provisions of this Agreement, Tenant agrees that the Lease, as modified from time to time, is subject and subordinate at all times and in all respects to the lien of the Security Documents, to all of the provisions of the Security Documents, to all renewals, modifications, replacements, consolidations, and extensions of the Security Documents, and to all subsequent advances and payments made under the Security Documents. Mortgagee acknowledges that any subsequent increases, renewals, modifications, replacements, consolidations, and extensions of the Security Documents may not abrogate the provisions of this Agreement without the written consent of Tenant and that the same must specifically reference that they are subject to the provisions of this Agreement.

2. Attornment

(a) If Mortgagee takes possession of the Premises or acquires or succeeds to the interest of Landlord under the Lease by reason of a foreclosure of the Mortgage, deed-in-lieu of foreclosure, or otherwise (collectively, a **Foreclosure**), Tenant is bound to Mortgagee and to any person purchasing at foreclosure or otherwise acquiring the interest of Landlord under the Lease as a result of a Foreclosure (**Purchaser**), under all of the provisions of the Lease, except as provided in this Agreement, for the balance of the Term with the same force and effect as if Mortgagee or Purchaser is Landlord. In such event, Tenant agrees to attorn to Mortgagee or to such Purchaser as landlord under the

Lease and, upon receiving notice from Mortgagee as provided in item 6 of this Agreement, to make payments of all sums becoming due under the Lease directly to Mortgagee or to Purchaser. Said attornment and agreement are effective and self-operative without the execution of any further instruments (except for standard payment-authorization documents, including by way of example and not limitation, disclosures of beneficial interests and certificates of tax–and-employment-security compliance, that are required to be completed by parties receiving payments from state agencies) upon Mortgagee taking possession of the Premises or otherwise succeeding to the interests of Landlord under the Lease. Nevertheless, Tenant, Mortgagee, and Purchaser from time to time must execute and deliver such instruments evidencing such attornment and the provisions of item 2.(b) as Mortgagee, Purchaser, and Tenant may reasonably require.

(b) From and after such attornment, Mortgagee or any Purchaser automatically is bound to Tenant under all the provisions of the Lease with the same force and effect as if originally entered between said parties without the execution of any further instruments; provided, however, Mortgagee or Purchaser are not:

(i) liable for any act, omission, neglect, breach of obligation under the Lease, or Event of Default (as defined in the Lease) of any prior landlord (including Landlord) occurring before the date on which Mortgagee or Purchaser succeeds to the interest of Landlord in the Premises or obtains possession of the Premises, except as provided in item 2.(c) of this Agreement; provided, however, that following the date of attornment, the foregoing does not limit Mortgagee's or Purchaser's obligation as Landlord under the Lease to cure any continuing defaults of Landlord pursuant to the provisions set forth in the Lease, notwithstanding that such defaults existed as of the date of attornment;

(ii) subject to any offsets and defenses that Tenant may have against any prior landlord (including Landlord) except as provided in item 2.(c); provided that the foregoing does not limit Tenant's right to assert against Mortgagee or Purchaser any offset, defense, or both, otherwise available to Tenant because of events occurring or continuing after the date of attornment;

(iii) bound by any payment of any rent that Tenant may have made to any prior landlord (including Landlord) more than 30 days before the date such rent was first due and payable under the Lease and that has not actually been delivered to Mortgagee or Purchaser; provided that Mortgagee and Purchaser are bound by any such prepayment of rent or other charge made more than 30 days in advance if such prepayment is the result of the Comptroller of the Commonwealth of Massachusetts changing the rent-payment schedule for state agencies from payment in arrears (as provided in certain state-agency Leases) to payment-in-advance for the current month (as provided in other state-agency Leases);

(iv) liable for the return of any security deposit that Tenant may have paid to any prior landlord (including Landlord) unless such security deposit is actually delivered to Mortgagee or Purchaser;

(v) bound by any modification or amendment of the Lease made after the date of this Agreement that reduces the rent, changes the Term, or otherwise materially changes the rights and obligations of Landlord, Mortgagee, or both under the Lease, or relieves Tenant of any material obligation under the Lease unless Landlord obtains Mortgagee's prior written consent to such modification or amendment, or confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord; or

(vi) bound by any consensual or negotiated surrender of the Premises or termination of the Lease, in whole or in part, agreed upon between any prior landlord (including Landlord) and Tenant unless effected pursuant to the express provisions of the Lease, or with the Mortgagee's consent, or with confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord.

(c) Notwithstanding anything to the contrary contained in item 2.(b) or elsewhere in this Agreement, if Landlord commits an act or omission that, with the giving of notice, the passage of time, or both would constitute an Event of Default by Landlord under the Lease, Mortgagee or any Purchaser is subject to any and all claims, offsets, and defenses of Tenant arising from such act or omission, provided that Mortgagee receives notice of such act or omission and is given an opportunity to cure same (subject to Tenant's right to take emergency self-help action as provided in the Lease) as required by this Agreement.

3. Notice of Default by Landlord

(a) Tenant must forward to Mortgagee a copy of any notice given by Tenant to Landlord (i) in which Tenant claims or alleges that Landlord failed to perform any of Landlord's obligations under the Lease, (ii) in which Tenant claims or alleges that an Event of Default by Landlord exists under the Lease, (iii) demanding reimbursement for expenditures made or obligations incurred by Tenant pursuant to the Lease, or (iv) terminating the Lease. Tenant must forward such copies to Mortgagee concurrently with the giving of any such notice to Landlord under the Lease.

(b) If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease, to abate rent payable under the Lease, or to claim a partial or total eviction, Tenant must not exercise such right until (i) Tenant has given written notice of such act or omission to Mortgagee and (ii) 30 days after Landlord's cure period, if any, under the Lease expires, during which period Mortgagee has the right, but not the obligation, to remedy such act or omission, and Tenant must give Mortgagee access to the Premises to effect the same. Item 3.(b)(ii) does not apply to an abatement of rent pursuant to the Lease. Tenant may exercise Tenant's self-help remedy under the Lease after notice to Mortgagee but before the expiration of the waiting period provided by item 3.(b)(ii) if the curing of the default of Landlord before the expiration of the Mortgagee's cure period is reasonably necessary to prevent injury to persons, property, or both.

4. Non-Disturbance

If the Security Documents are executed, acknowledged, delivered, and recorded before the Lease and before any notice or memorandum of Lease, or if any provision in any of the Security Documents is to the contrary, or both, Mortgagee nevertheless agrees for Mortgagee and for Mortgagee's successors-in-interest (including, by way of example and not limitation, any Purchaser) that if Mortgagee takes possession of the Premises, or if there is a Foreclosure, or both, the Lease must not be terminated by Mortgagee except in accordance with the provisions of the Lease, and that unless and until the Lease is actually and finally terminated in accordance with the provisions of the Lease, (a) Tenant's possession, occupancy, use, and enjoyment of the Premises and Tenant's rights and privileges under the Lease during the Term, including by way of example and not limitation any extended or renewal Term, must not be disturbed or interfered with, (b) Mortgagee must recognize the Lease and Tenant's rights under the Lease, and (c) Tenant and Tenant's successors and assigns must not be made a party in any action or proceeding to foreclose the Mortgage or otherwise enforce the rights of Mortgagee or any other party under the Security Documents.

5. Assignment of Leases

(a) Tenant acknowledges that Landlord's right, title, and interest as Landlord under the Lease is assigned to Mortgagee pursuant to the provisions of the Assignment and that pursuant to the provisions of the Assignment, rent under the Lease continues to be paid to Landlord in accordance with the provisions of the Lease unless and until Tenant is otherwise notified in writing by Mortgagee. From and after Tenant's receipt of written notice from Mortgagee (a Rent Payment Notice), Tenant must pay all rent to Mortgagee, or as Mortgagee directs in writing, until such time as Mortgagee directs otherwise in writing. Tenant must comply with any Rent Payment Notice notwithstanding any contrary instruction, direction, or assertion from Landlord. Neither Mortgagee's delivery to Tenant of a Rent Payment Notice nor Tenant's compliance with a Rent Payment Notice is to be deemed to (i) cause Mortgagee to succeed to or to assume any obligations and responsibilities as Landlord under the Lease, all of which continue to be performed and discharged solely by Landlord, unless and until any attornment occurs pursuant to this Agreement; or (ii) relieve Landlord of any obligations under the Lease. Landlord irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instruction, or assertion by Landlord. Tenant is entitled to rely on any Rent Payment Notice.

(b) Tenant is under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice must not be deemed to violate the Lease. Landlord releases Tenant from, and must indemnify and hold Tenant harmless, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including by way of example and not limitation, payment of reasonable attorneys' fees and disbursements) arising from any claim based upon Tenant's compliance with any Rent Payment Notice. Landlord must look solely to Mortgagee with respect to any claims Landlord may have on account of an incorrect or wrongful Rent Payment Notice. Tenant is entitled to full credit under the Lease for any rent or other sums paid to Mortgagee pursuant to a Rent Payment Notice to the same extent as if such rent or other sums are paid directly to Landlord.

6. Notices

(a) Unless otherwise expressly permitted under this Agreement, all notices or other communication required or permitted under this Agreement must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including by way of example and not limitation, courier and overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.

(b) Unless otherwise expressly stated in this Agreement, notices and copies of notices, as provided in item 6.(d), must be addressed and sent to the parties and to copy recipients at the respective addresses provided in item 6.(d).

(c) Under this item 6, the parties, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.

(d) Addresses for notices and copies of notices:

Mortgagee:

Tenant: Office of Leasing and State Office Planning
Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

with copies to:

Office of the General Counsel
Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

and to the User Agency at

Landlord:

7. Miscellany

(a) Mortgagee's Name. Mortgagee warrants and represents that Mortgagee's name appears in this Agreement exactly as Mortgagee's name appears on the Security Documents.

(b) Legal Capacity of Mortgage. Mortgagee warrants and represents that Mortgagee has full legal capacity to enter into this Agreement.

(c) Organization and Standing of Mortgagee. If Mortgagee is not a natural person or natural persons, but Mortgagee is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, national bank, etc.), Mortgagee warrants and represents that Mortgagee is validly organized and existing, that Mortgagee is in good standing in the state, commonwealth, province, territory, or jurisdiction of Mortgagee's organization, and that Mortgagee is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

(d) Authorization to Execute for and Bind Mortgagee. Mortgagee warrants and represents that the execution of this Agreement is duly authorized and that each person executing this Agreement on behalf of Mortgagee has full authority to do so and to fully bind Mortgagee thereby.

(e) Expiration. All consent rights, approval rights, rights to receive notices, rights to cure defaults, and other similar rights granted Mortgagee in this Agreement automatically expire and terminate upon the release or discharge of the lien of Mortgagee on the Property.

(f) Capitalized Words. Unless otherwise defined in this Agreement or otherwise indicated in this Agreement, all capitalized words used in this Agreement that are defined in the Lease have the same meaning as set forth in the Lease.

(g) Applicable Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(h) Entire Agreement, Modification, and Inuring of Benefits. This Agreement (i) contains the entire agreement with respect to the subject matter of this Agreement, (ii) may not be modified or terminated, including the waiver of any provision, other than by an agreement in writing signed by the parties to this Agreement or by their respective successors and (iii) inures to the benefit of, and is binding upon, the parties to this Agreement and their respective successors (including, by way of example and not limitation, (A) Tenant's permitted assignees, (B) any subsequent holder of the Security Documents, and (C) any purchaser or grantee of the Property pursuant to a Foreclosure).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Mortgagee, Landlord, and Tenant have executed multiple counterparts of this document under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

MORTGAGEE:

By: _____
Printed Name: _____
Title: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____

TENANT
COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH THE
COMMISSIONER OF ITS DIVISION OF CAPITAL
ASSET MANAGEMENT AND MAINTENANCE

By:_____
Carole J. Cornelison, Commissioner

USER AGENCY:

By: _____
Printed Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

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_____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, _____,
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)

_____ of _____ (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord,) Licensor, Mortgagee, ***or*** Prospective Lender)
(name of Landlord, Licensor, Mortgagee, ***or*** Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at _____
(address of principal place of business of Landlord, Licensor, Mortgagee ***or*** Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under ***(a)*** the lease ***or (b)*** the short-term tenancy agreement ***or (c)*** the license ***or (d)*** the amendment ***or (e)*** the subordination or recognition, non-disturbance, and attornment agreement ***or (f)*** the change-of-ownership documents to which this Certificate is attached (this

Contract) for the premises located at _____
(address of the premises as stated in
_____that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.

2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.

3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on this _____ day of _____, 20_____.

_____
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)

EXHIBIT A

Description of the Property

G. INSTRUCTIONS FOR CHANGE OF OWNERSHIP DURING LEASE TERM

The following documentation is required for a change of ownership during the term of a lease:

1. Correspondence from the former owner acknowledging the transfer of ownership to the new owner and identifying the new owner

2. Correspondence from the new owner indicating the name of the contact person and the mailing address for the rental and other payments

3. A copy of the deed which transfers title from the former owner to the new owner

4. Completed ownership documents from the new owner (a) Certificate of Compliance With Executive Order No. 481, (b) Landlord's Beneficial-Interest-Disclosure Statement, and (c) Certificate of Tax and Employment Security Compliance

5. An updated Certificate of Insurance