

SWING SPACE REQUIREMENT

I. Current Lessor/Offoror Requirement:

Temporary swing space is required for this procurement no later than March 31, 2023. The government is seeking a minimum of 5,500 ABOA square feet. The swing space shall be required to avoid any impact and/or disruption to the tenant agency's business operations. Under no circumstances shall it be deemed acceptable that the agency shall be offered swing space in the same suite/location as the permanent offered space. The temporary swing space will be leased to allow for demolition, construction or alterations for this new lease requirement. A relocation plan meeting the agency's moving/relocation needs must be submitted to and approved by the LCO with the Request for Proposal offer. In addition, any proposed Swing Space must meet the requirements as set forth in the RLP/Lease issued for this space procurement. The amount of swing space required shall be solely determined by the Government and in no event shall the Government be responsible to pay rent for any amount of swing space that exceeds the amount determined. All space in excess of the amount required shall be the sole responsibility of the offeror/lessor. A preliminary site plan of proposed swing space must be provided with this Request for Proposal offer and is subject to the government's test fit and approval to ensure and allow the tenant agency to continue to conduct their business and agency operations as their mission requires.

II. Lessor Owned Swing Space:

If swing space is controlled by the lessor, then a Lease Amendment shall be agreed to and signed by both the Lessor and the Government and include at a minimum the following:

- a. The rental rate for swing space shall be equal to or less than the rate paid per rentable square feet (RSF) for the space currently occupied under the existing lease.
- b. The rate shall apply only to the actual RSF of the Swing Space (as per section I above)
- c. The total monthly rent shall be (a x b) divided by 12.
- d. The Government shall only be responsible to pay for rent for the period of time as set forth in the new lease for the construction and completion of the build-out requirements as per Section 4.01 paragraph "H" titled "Construction of TIs and completion of other required construction work". Any delay beyond that period of time as agreed to in Section 4.01 which is the result of either a lessor action and or inaction, shall be deemed a Lessor Delay and no rent shall accrue and or be due and payable for the delay period. All provisions of the new lease shall apply, including but not limited to "Delays", "Default", "Liquidated Damages" and other applicable provisions as it relates to the Lease Agreement.
- e. The Lessor shall be responsible for the construction for any required alterations to make swing space usable and will be reimbursed by the government once the pricing has been deemed fair and reasonable.

EXHIBIT B

III. Lessor/Offeror does NOT own Swing Space:

If Swing Space is NOT Owned by the lessor/offeror, then a Lease Amendment shall be agreed to and signed by both the Lessor and the Government and include at a minimum the following:

- a. The rental cost for the swing space shall be paid for by the offeror, and the Government shall reimburse lessor at an agreed upon rental rate per RSF.
- b. The Lessor shall hold harmless and indemnify the Government for any and all matters as they relate to the use of the Swing Space, the payment of rents, or other such customary issues relating to occupancy and use of commercial leased office space.
- c. The government shall only be responsible to pay for rent for the period of time as set forth in the new lease for the construction and completion of the build-out requirements as per Section 4.01, paragraph "H", titled "Construction of TIs and completion of other construction work". Any delay beyond that period of time as agreed to in Section 4.01 which is the result either a lessor action and or inaction, shall be deemed a Lessor Delay and no rent shall accrue and or be due and payable for the delay period. All provisions of the new lease shall apply, including but not limited to "Delays", "Default", "Liquidated Damages" and other applicable provisions as it relates to the Lease Agreement.

IV. Minimum Swing Space Requirements:

Offeror is required to submit swing space options for the agency no later than the date established for their submission of the Initial Offers. The Lease Contracting Officer shall inspect any swing space offered and shall have final approval on the acceptance of the proposed swing space, including the proposed rental rate per RSF, which rate shall be equal to or less than the rental rate per RSF for the current leased space. No substitutions of the proposed swing space shall be permitted after the initial offer due date unless agreed to in writing by the LCO. Final approval of the swing space by the LCO must be completed no later than the due date of the "Best and Final Offer". LCO-approved swing space will be a requirement of lease award, and if Offeror fails to provide acceptable swing space as herein required, then Offeror shall be deemed non-responsive and their offer rejected.

Proposed Swing Space must meet the requirements as established in the existing lease. The following are some but not necessarily all of the minimum physical requirements for any proposed swing space to be considered:

- 1) contain a minimum of 5,500 ANSI/BOMA Office Area square feet (ABOA) to a maximum of 5,600 ANSI/BOMA Office Area square feet
- 2) be located within the delineated area
- 3) be ABBAS compliant
- 4) be compliant with all performance specifications of the existing lease
- 5) be compliant with Fire and Life Safety and air quality standards
- 6) if not on 1st floor (on grade), then be serviced by 2 or more compliant elevators
- 7) must provide an accurate as built floor plan, drawn to scale showing the demised space (CAD is required)

Any deviations from the requirements must be requested in writing, approved, and signed by the LCO.

EXHIBIT B

V. Other:

The Government shall have the right to terminate the lease awarded if lessor fails to satisfy any of the requirements as established for Swing Space and/or fails to provide the offered space as awarded consistent with the time frames and specifications as established within the awarded lease. Any deviations from these requirements must be done in writing and approved and signed by the LCO.

In addition, Swing space options must be available for Government occupancy no earlier than 15 calendar days and no more than 30 calendar days from issuance of the Notice to Proceed to Construction, unless otherwise agreed to in writing by the LCO.