District Office Lease - Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- Prior to either party signing a Lease, the Member/Member-elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 119th Congress ("Attachment"), to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).

Instructions for completing the District Office Lease ("Lease"):

- Preamble Insert:
 - o Landlord's name and address; and Member/Member-Elect's name
- Section 1 Insert:
 - o Square footage of the leased office (if known)
 - o Street address including city, state, and ZIP of the leased office
- Section 3 Insert:
 - o Date lease begins (must be on or after January 3, 2025)
 - O Date lease ends (must be on or before January 2, 2027)
- Section 4 Insert the amount of monthly rent. If there is no rent, insert "\$0.00". If rent is not constant over the lease term, insert "See Section 12" and note any rent variations in Section 12.
- Section 5 Insert the number of days' notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter "N/A" in this blank.
- Section 11 Insert the notice contact information for each lease party.
- Section 12 Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

District Office Lease

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	ant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as fied from time to time by Committee Order) relating to office space in home districts,			
	(Landlord's name) (Landlord's street address, city, state, ZIP code)			
	sor"), and, a Member/Member-elect of the U.S. House of			
Repre	esentatives ("Lessee"), agree as follows:			
1.	Location. Lessor shall lease to Lessee square feet of office space located at			
	(Office street address)			
	in the city, state and ZIP code of			
	in the city, state and ZIP code of (Office city, state and ZIP)			
2.	Lease Amenities. Lessee shall be entitled to receive, and Lessor shall be required to provide, the amenities as set forth in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease, or as otherwise described herein.			
3.	Term. Lessee shall have and hold the leased premises for the period beginning, 20 and ending, 20 The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2027, which is the end of the constitutional term of the Congress to which the Member is elected.			
4.	Rent. The monthly rent shall be, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.			
5.	Early Termination. This Lease may be terminated by either party giving days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.			
6.	Payments. During the term of this Lease, rent payments under <u>Section 4</u> of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.			
7.	District Office Lease Attachment for 119th Congress. The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress.			
8.	Counterparts. This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.			

Section Headings. The section headings of this Lease are for convenience of reference only and

shall not be deemed to limit or affect any of the provisions hereof.

9.

District Office Lease

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- **10. Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
- 11. Notice. All notices required or permitted under this Lease shall be in writing sent to the addresses identified below or as otherwise designated by the parties from time to time via written notice. All such notices shall be deemed sufficiently given at the time three (3) days following the day they are postmarked in any post office or branch post office.

Notice to Landlord

All notices required to be delivered to Landlord from Lessee shall be delivered to Landlord at:

Contact Name:				
Address:				
Phone:				
Email:				
Notice to Lessee All notices required to be delivered to Lessee from Landlord shall be delivered to Lessee at:				
Contact Name:				
Address:				
Phone:				
Email:				

12. Other. Additionally, the Lessor and the Lessee agree to the following:

District Office Lease

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IN WITNESS WHEREOF, the parties have duly e written below by the Lessor or the Lessee.	xecuted this District Office Lease as of the later date
Print Name of Lessor/Landlord	Print Name of Lessee
By: Lessor Signature Title:	Lessee Signature
	 Date

District Office Lease Attachment - Instructions

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease
 documents. If changes are necessary, Administrative Counsel will contact the office of the
 Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all
 necessary edits to the lease documents. The parties must resubmit revised lease documents to
 Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH
 Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate
 monthly rental payments pursuant to an approved lease. This form should be submitted along
 with the completed lease packet. Questions regarding the form should be directed to the Office of
 Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

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SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

□ * High-Speed Internet Available Within the Leased Space. Please list any internet providers known to provide service to the property:				
□ * Interior Wiring CAT 5e or Better within Leased Space.				
To be completed by the Lessor (optional amenities):				
☐ Amenities are separately listed elsewhere in the Lease. (The below checklist can be left blank if the above box is checked.)				
The Lease includes (please check and complete all that apply):				
☐ <u>Lockable Space for Networking Equipment</u> .				
☐ <u>Telephone Service Available</u> .				
☐ Parking. ☐ Assigned Parking Spaces				
□ Unassigned Parking Spaces				
☐ General Off-Street Parking on an As-Available Basis				
□ <u>Utilities</u> . Includes:				
☐ <u>Janitorial Services</u> . Frequency:				
□ <u>Trash Removal</u> . Frequency:				
☐ <u>Carpet Cleaning</u> . Frequency:				
□ <u>Window Washing</u> . □ <u>Window Treatments</u> .				
☐ Tenant Alterations Included In Rental Rate.				
☐ <u>After Hours Building Access</u> .				
☐ Office Furnishings. Includes:				
☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No				
☐ Building Manager. ☐ Onsite ☐ On Call Contact Name:				
Phone Number: Email Address:				

District Office Lease Attachment

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SECTION B (Additional Lease Terms)

- 1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
- 2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- 3. Modifications. Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
- 4. Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
- **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- 6. Void Provisions. Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

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shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

- 9. Term. The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
- 10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 11. Assignments. Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
- 12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
- **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
- 14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
- 15. Maintenance of Common Areas. Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

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systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

- 17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under <u>Sections 15</u> and <u>16</u>.
- 18. Initial Alterations. Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 19. Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- **20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 21. Compliance with Laws. Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- **22. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- **24. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
- **25. Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- **26. Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- **27. District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

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- **28. Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **29. Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord By: Lessor Signature Title:		Print N	Print Name of Lessee		
		Lessee Signature			
_	Date				
From the Mo	ember's Office, who is the point of cor	stact for questions?			
Name	Phone	E-mail	@mail.house.gov		
	et Office Lease Attachment and the a oursuant to Regulations of the Comn		ave been reviewed and are		
	(Administrative Counsel)				

U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO:			FAX NUMBE	R: (202) 225-6914		
SECTION I U	NITED STATES H	OUSE OF RE	PRESENTATIVES INFOR	RMATION		
ADDRESS U						
AGENCY IDENTIFIER 5	3-6002523	AGENCY LOCA	TION CODE 4832	TELEPHONE NUMBER (202) 226-2277		
SECTION II	PAYEE/C	COMPANY IN	NFORMATION			
NAME AS SHOWN ON YOUR INCOME	TAX RETURN		BUSINESS NAME/DISREGARDED ENTITY ON YOUR INCOME TAX RETURN	' Name or DBA, if different than name		
ADDRESS/CITY/STATE/ZIP			Enter the correct Tax Identification Number SOCIAL SECURITY NUMBER (SSN)	er type EMPLOYER TAX ID NUMBER (EIN)		
CONTACT PERSON NAME			PURCHASE ORDER ADDRESS/CITY/STATE/ZIP			
EMAIL			PO EMAIL			
TELEPHONE NUMBER	FAX NUMBER		TELEPHONE NUMBER	FAX NUMBER		
REMIT TO ADDRESS			<u> </u>			
CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required) Individual/Sole Proprietor or C Corporation S Corporation Single Member LLC Limited Liability Company. Check the tax classification: C corporation S co Note. For asingle-member LLC that is disregarded, check the appropriate box for the tax cla Government Entity. Check the tax classification: Federal State Loc Other				Exemptions (codes apply only to certain entities, not individuals): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)		
SECTION III	FINANC	IAL INSTIT	CUTION INFORMATIO			
BANK NAME			TELEPHONE N	UMBER		
NINE-DIGIT ROUTING TRANSIT NUMBER DEPOSITOR ACCOUNT TITLE	3ER		-			
DEPOSITOR ACCOUNT NUMBER			1(OCKBOX NUMBER		
TYPE OF ACCOUNT CHECKING SAVINGS		LOCKBOX				
SECTION IV			FORMATION			
Type of Business	Large Business-No Socio-Econo		Minority SmBusiness Sm-Disadv/Minority	y Sm-Disadv Only SmMin Only		
Sm-Disadvantaged Business Prog	-	ne Program	HUBZone Eligible Emerging Small	, , , , , , , , , , , , , , , , , , , ,		
Other Preference Programs		WOD Non-Profit	No Preference/Not Listed Small Business S			
Veteran Owned Status		Other Vet Owned SmBus		abled Vet Owned SB Vet-Owned Other Bus		
Size of Business:	(A) 50 or less (B) 51-100	(C) 101-250	(D) 251-500 (E) 501-750 (F) 751-1,0			
SECTION V (PAYEE/COMPANY	(E)OVOLTITIIIIIOII		
NAME	EXTITION	OF DAIA DI	TITLE/POSITION			
CIONATURE			l			
SIGNATURE	DATE		TE	ELE		

Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

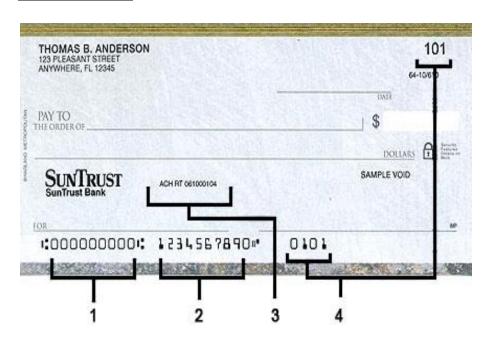
FINANCIAL INSTITUTION NAME name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN) financial institution's 9 digit routing transit number;

found on the bottom of a check or deposit ticket or from your Financial Institution

ACCOUNT TITLE employee's or vendor's name on the account

ACCOUNT NUMBER account number at the financial institution



- Routing Transit Number (RTN)

 nine digits located between
 two symbols. This number
 identifies the bank holding your
 account and check processing
 center.
- Account number this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
- ACH Routing Transit Number Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with SunTrust Bank.
- Check number This information is not necessary do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at http://www.sba.gov/.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.