

Exhibit 7A

ORGANIZATIONAL CONFLICT OF INTEREST

(This form shall be completed for each task order by an officer of the contractor's (and subcontractor's) firm)

Contractor _____
Subcontractor _____
Contract Number _____
Task Order Number _____

This firm does _____ or does not _____ have an organizational conflict of interest, as described in Section H.5 of the above referenced contract, for task order number _____.

DESCRIBE THE CONFLICT _____

This firm acknowledges all restrictions contained in Section H.5 of the contract and agrees to complete additional agreements as deemed necessary by the Contracting Officer.

As required by Section H.5 of the contract, the contractor certifies the following measures are in place and procedures will be followed:

- A "conflict wall" is in place and contractor personnel have been advised of the restrictions in 1 through 13 of the clause.
- Electronic safeguards are in place to prevent unauthorized access to documents prepared in connection with this task order.
- Documents related to the contract will be safeguarded and secured while in the contractor's possession.
- Pursuant to the requirements identified under Federal Acquisition Regulation 9.505-4(b) an agreement will be entered into with offerors under which we will agree to protect their information from unauthorized use or disclosure, and refrain from using their information for any purpose other than for which it was furnished.

Name (typed) and Signature Date
Title (must be an officer of the firm)

Exhibit 7B

Individual Conflict of Interest and Non Disclosure Statement

(This form shall be completed by all parties in the contractor's firm (including subcontractor personnel) who are provided access to information or documents related to this task order.)

Contractor _____

Contract Number _____

Task Order Number _____

A. Conflict of Interest

I have read the Conflict of Interest Clause in Section H. of the above referenced contract and understand and agree to abide with the restrictions regarding and actual or potential organizational conflict of interest or personal financial interest.

B. Nondisclosure of Procurement Sensitive Information

I understand that information and documents related to the work to be performed for the above referenced task order contain source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423). The unauthorized disclosure of such information may subject both the discloser and recipient of the information to contractual, civil, and/or criminal penalties as provided by law.

I further understand the requirements identified under Federal Acquisition Regulation 9.505-4(b) to entered into agreements with offerors to protect their information from unauthorized use or disclosure, and refrain from using their information for any purpose other than for which it was furnished.

Information regarding a task order is strictly prohibited and shall not be revealed to any source except to the extent authorized by the Lease Contracting Officer.

C. Nondisclosure of Information Submitted by Offerors in response to a Solicitation for Officers (SFO).

I understand that disclosure of proprietary information submitted by an Offeror in response to an SFO is strictly prohibited. It shall not be disclosed to any source either during or after performance on the task order. Disclosure of such information could result in a penalty of fine, jail time, or termination of this contract for breach.

Name (typed) & Signature
Title

Date

EXHIBIT 7C

DUAL AGENCY DISCLOSURE STATEMENT (Acknowledgement and Consent)

GSA Regional CO: _____
Lessor(s): _____
Property Involved: _____

Dual Agency: The General Services Administration's, National Broker Contract, number _____, allows a brokerage firm under this GSA contract to represent both the Government, as tenant, and the owner in this real estate transaction as long as this is disclosed to both parties and both agree. This is known as dual agency. Under this GSA Contract, a brokerage firm may represent two clients whose interest are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client with the same skill and determination the dual agent may have if the brokerage firm represents only one client. Dual Agency under this GSA contract does not allow the same agent of the Brokerage Firm to represent both parties.

This statement discloses that _____ will be acting as
(Name of Brokerage)
Dual Agent in the contemplated transaction involving the named property.

It is understood and agreed by the parties, as a dual agent, the brokerage firm shall:

- Treat both clients honestly;
- Disclose latent, material defects to the Government, if known by the broker;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

It is also understood and agreed by the parties, as dual agent, the brokerage firm shall not:

- Disclose confidential information, or proprietary information having an adverse effect on one party's position in the transaction for so long as the information remains proprietary,
- Suggest or recommend specific terms, including price, or disclose the terms or price the Government is willing to accept or the owner is willing to offer;
- Engage in conduct contrary to the instructions of either party and may NOT act in a biased manner on behalf of one party.
- Shall not use any information obtained for any purpose other than for which the information was furnished.

Material Relationship: The brokerage firm acting as a dual agent in this contemplated transaction has a material relationship with both the Government and the owner. A material relationship would include any personal, family or business relationship with one or both of the parties.

Relationship to the Government is tenant representation bound by the terms and conditions of contract # _____

Relationship to the Landlord is _____

Compensation: The brokerage firm will be compensated per any contract agreement between the property owner and the broker agent with the following conditions.

Under the GSA National Broker Contract # _____, the Brokerage Firm is required to forgo ____% of the tenant representation commission and ____% of the owner's representation commission in a dual agency relationship. This amount will be deducted from the proposed shell rental rate of the lease.

EXHIBIT 7C

Responsibilities of the Parties: The duties of the brokerage firm in a real estate transaction do not relieve the Government and Owner from the responsibility to protect their own interests. The Government and the Lessor are advised to carefully read all agreements to assure they adequately express their understanding of the lease transaction. The brokerage firm is qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Government Non Disclosure requirements: The government requires complete confidentiality in all lease acquisition offers including non disclosure of the names of potential offerors. The dual agent brokerage firm, under this dual agency agreement, will be soliciting other competitive offers for the lease acquisition. Before the dual agent brokerage firm can solicit potential offerors information, they must disclose their dual agency relationship to all potential offerors and allow the offerors to acknowledge the dual agency before they provide any confidential information. By presenting this dual agency statement, potential offerors will be aware of the dual agency relationship, however, the dual agent brokerage firm cannot disclose the number, identity or rank of other offerors, or the content or evaluation of the other offerors proposals to the landlord in the dual agency relationship.

Duration of Dual Agency: The term of this Agreement shall commence when this document is executed by the Owner and the Government, and unless extended by written agreement of all parties, shall automatically terminate upon (a) receipt of Unsuccessful Offeror notification or (b) in the event of a Successful Offeror notification, this agreement will terminate upon occupancy of the government tenant.

By signing below, you acknowledge you have read and understand this form. You are giving your voluntary, informed consent to this dual agency. If you do not agree to the brokerage firm acting as dual agent, you are not required to consent to this agreement.

Owner's Signature **Date**

Notice and consent of dual agency to potential offers for Solicitation # _____

Potential Offerors Option:

By signing this Dual Agency Disclosure Statement you acknowledge:
_____ Brokerage Firm will act as a Dual Agent under this transaction.

I, _____, owner of the property located at _____ choose
not to participate in this transaction due to the dual agency.

I, _____, owner of the property located at _____ choose
to participate in this transaction regardless of the dual agency.

Owner's Signature **Date**

Government's Signature **Date**

Broker's Signature **Date**