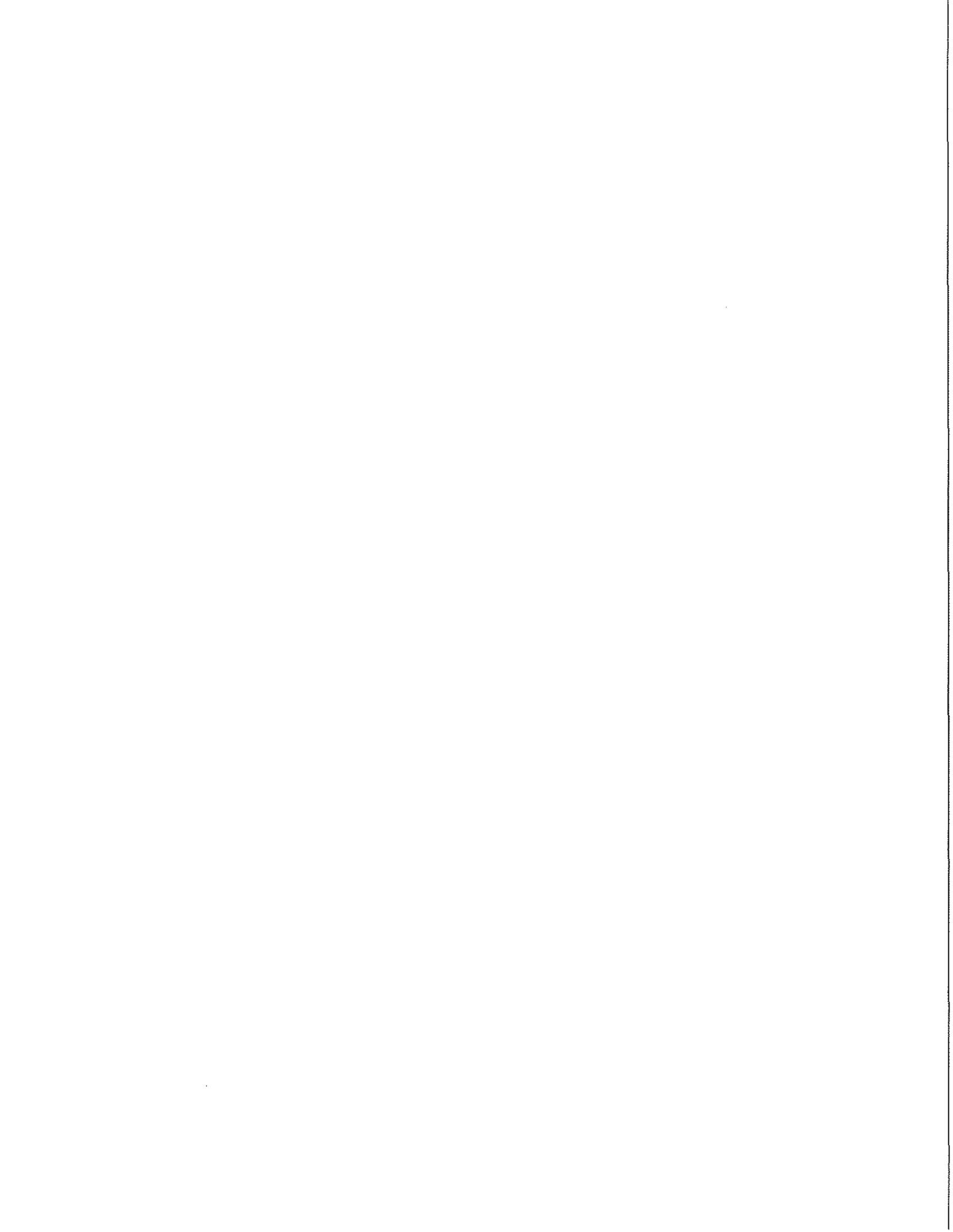




CHAPTER 5:

# Succeeding Lease, Superseding Lease

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## 1. Succeeding Lease

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This section focuses on the procedures for acquiring a succeeding lease.

The succeeding lease procurement process has some marked distinctions from new and replacing lease procurements; however, many more similarities exist than differences. This chapter highlights only the distinctions. Refer to Chapter 2, New or Replacing Lease, for a comprehensive discussion of the lease procurement process and supplement that information with the guidance in this chapter for a succeeding lease.

The authority for acquiring succeeding leases can be found in GSAM Part 570.

**The procedures for succeeding leases reflect current policy. Future revisions will address the separation of the solicitation for offers into a request for lease proposals and a lease and address other lease reform recommendations.**

The flow chart on the next page shows the process for succeeding leases. Subsequent sections of this chapter explain these steps in more detail.

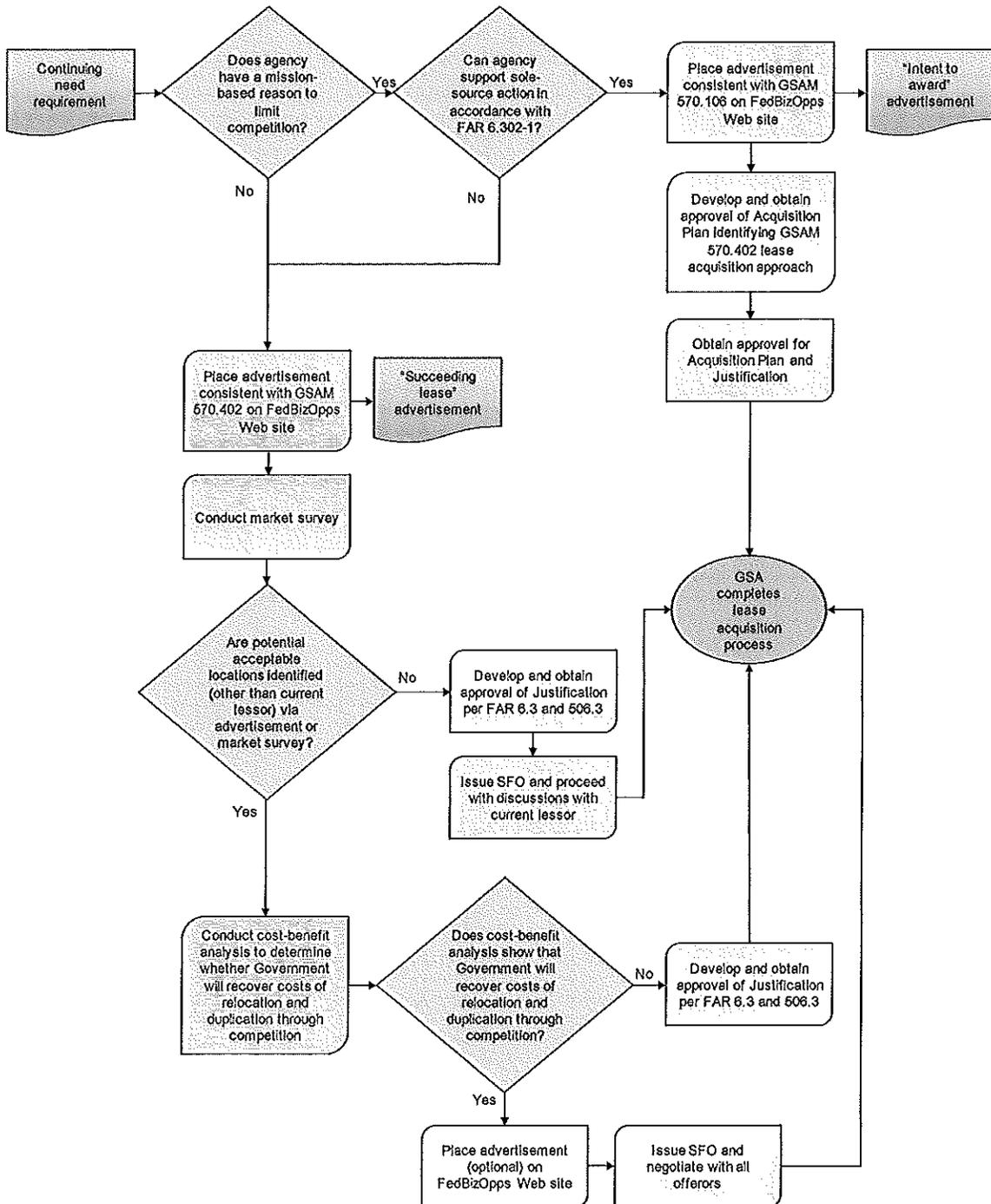
Key to flow chart acronyms:

- GSAM: General Services Administration Acquisition Manual.
- FAR: Federal Acquisition Regulation.
- Justification: justification for other than full and open competition.
- SFO: solicitation for offers.



1. Succeeding Lease

Succeeding Lease Process





**a. Definition**

A succeeding lease secures continuing occupancy at the current premises at the end of a lease term without a break in tenancy. To pursue a succeeding lease the Leasing Specialist must confirm the cost advantages of staying in place by advertisement, market survey, and cost benefit analysis. The Leasing Specialist must understand that if the advertising and financial analysis do not support a Justification for Other Than Full and Open Competition (Justification) under the Competition in Contracting Act (CICA), then a new lease must be pursued. The Leasing Specialist must update PBS systems with the new lease approach.

**Testing Market Interest**  
A notice seeking "expressions of interest" is not a notice for a competitive lease acquisition. It is an advertisement whose purpose is to gauge potential market interest before making a leasing decision.

The succeeding lease establishes new terms and conditions and results in a new lease contract. With a replacing lease GSA seeks competitive offers to replace an expiring lease, but a succeeding lease action is distinguished by:

- No potential acceptable locations (other than the existing lessor) have been identified through the advertisement or the market survey. This must be documented in a Justification to negotiate directly with the current lessor, including full documentation of efforts to locate alternative sources.

OR

- The potential acceptable locations and the cost-benefit analysis indicate that the Government cannot expect to recover relocation costs and duplication of costs through competition. This must be documented in a Justification to negotiate directly with the current lessor.

The chart below summarizes some of the distinctions between succeeding and replacing lease acquisitions.

Replacing	Succeeding
Preliminary market research indicates that multiple sources in the market may be able to satisfy the agency requirements within the delineated area and that relocation and duplication costs could be recoverable over the term of the lease.	Preliminary market research indicates that only the existing location is able to satisfy the agency requirements within the delineated area OR that relocation and duplication costs could not be recoverable over the term of the lease.
GSA advertises for interested parties to submit their properties for consideration to be viewed on a market survey.	GSA advertises for expressions of interest sought and states that it will take relocation costs into account when procuring the lease.
A physical market survey of potential properties is conducted with the client agency personnel.	A physical market survey of potential locations must be performed if potential properties exist or if it is possible to recover relocation costs. Market research data must always be gathered for a cost-benefit analysis.
GSA seeks full and open competitive offers from the market.	A Justification is prepared and approved, authorizing GSA to negotiate with only the existing lessor.
Several offers may be solicited and received or the existing lessor may be the only offer received.	The existing lessor will be the only offeror.



#### b. Process Rationale

As discussed under Part 1 of Chapter 2 of this Desk Guide, CICA requires agencies to promote and seek full and open competition in soliciting offers and awarding Government contracts. CICA recognizes seven conditions that allow exceptions to this requirement. The exception most relevant to leasing is, "only one responsible source" and no other supplies or services "will satisfy" agency requirements (41 U.S.C. 253(c)(1)). It is under this exception that GSA may negotiate with the current lessor and secure a succeeding lease.

While the GSAM guidance on managing expiring leases is clear, some Leasing Specialists may not be aware of these authorities that enable the Government to run an advertisement, conduct market research, perform a cost-benefit analysis, and prepare a Justification to negotiate with only the present lessor.

Leasing Specialists must know that CICA exceptions do not cover instances where other than full and open competition is being considered based on:

- A lack of advance planning by the client agency; or
- Concerns related to the amount of funds available to the agency.

This chapter discusses both simplified lease acquisition and more complex succeeding lease actions, as well as factors that can help the Leasing Specialist decide whether to pursue a succeeding lease as an option.

#### c. Issues to Consider

General requirements for a succeeding lease are largely the same as for a new or replacing lease action. However, if the agency has no need for alterations to the existing space, requirements may be as minimal as a request for updated paint, wall covering, and carpet.

The Leasing Specialist must consider the following issues before deciding to pursue a succeeding lease:

- Is the agency satisfied with the current location? Does the agency wish to pursue a succeeding lease with the current lessor?
- Does the current lessor have a good record of past performance regarding heating and air conditioning, janitorial service, maintenance, and alterations?
- Have the agency's requirements changed significantly? If so, can the existing location meet these new requirements?
- Can the existing building or space be altered to meet the current solicitation requirements, with respect to standards such as fire safety, accessibility, sustainability, and security criteria?
- What is the condition of the building? (Determine based on a physical tour, if possible.)
- Is the current lessor willing to make needed improvements?



- Will the client agency be able to continue to perform its mission or will it have to temporarily relocate during any work that is being performed?
- If needed, does the lessor have adequate swing space available to house the client agency while work is being performed?
- Will there be unusual or redundant costs associated with the swing space that would not be encountered if the agency were to relocate instead, for example, telecommunications, data, or physical move?
- Will the work need to be done in phases?
- Is Government-owned space available that may meet the agency's requirements? Could a historic or other federal building meet the requirement and better serve the Government's fiscal, sustainability and stewardship goals?

These factors will help the Leasing Specialist develop a general sense of whether a succeeding lease is desired and feasible.

#### **d. Simplified Lease Acquisition Process**

If a succeeding lease for the continued occupancy of building space does not exceed the simplified lease acquisition threshold (SLAT), the Leasing Specialist may use the procedures described in Chapter 3, Simplified Lease Acquisition. These procedures are designed to reduce administrative costs while improving efficiency and economy when acquiring small leasehold interests in real property. They should be used to the maximum extent practicable for actions at or below the SLAT.

The following sections discuss situations involving a lack of competition and the cost-benefit analysis.

#### **e. Advertise**

Advertisements for succeeding lease actions differ from those for full and open competition as described in subparagraph 1.a. above.

GSAM requires that all leases exceeding 10,000 ANSI/BOMA office area (ABOA) square feet be advertised; however, it is advisable to advertise all succeeding lease projects. At a minimum the advertisement must:

- Indicate that the Government's lease is expiring.
- Describe the requirement in terms of type and quantity of space.
- Indicate that the Government is interested in considering alternative space if it would be economically advantageous.
- Advise prospective offerors that the Government will consider the relocation costs, including the physical move and the voice and data systems move, when deciding whether it should relocate or pursue a sole-source acquisition.
- Provide a contact person for those interested in providing space to the Government.



**Sample Succeeding Lease Advertisement Template**

The following sample incorporates the GSAM advertising requirements for succeeding leases. This template should be tailored to your particular procurement when managing succeeding lease projects.

**Expressions of Interest Sought**

The U.S. Government currently occupies office and related space in a building under lease in [city, State], that will be expiring.

The Government requires office and related space yielding a minimum of [.....]ANSI/BOMA office area (ABOA) square feet.

Minimum ABOA square feet: [.....]

Maximum ABOA square feet: [.....]

The lease term requirement is for [length of lease term] years. The space must be available for occupancy by [date]. The delineated area is [delineated area for agency requirement].

Other applicable requirements include the following features:

- Proximity to public transportation
- Sole tenancy, if this is a requirement
- Parking [number of on-site, reserved spaces (structured vs. surface) for official Government vehicles]
- Security [lobby, loading dock access, parking, setbacks etc, where and as applicable]
- [.....]

The Government is considering alternative space if economically advantageous. In making this determination, the Government will consider, among other things, the availability of alternate space that potentially can satisfy the Government's requirements, as well as costs likely to be incurred through relocating, such as physical move costs, replication of tenant improvements and telecommunications infrastructure, and non-productive agency downtime.

Interested parties should send expressions of interest to:

[Name]  
 [Title]  
 [Address]  
 [Telephone]  
 [Fax]  
 [Email]

Expressions of interest must be submitted to the above address by 5:00 p.m. on [date], and must include the following information:



- Building name and address and location of the available space within the building
  - Rentable square feet available, and expected rental rate per rentable square foot, fully serviced
  - ANSI/BOMA office area (ABOA) square feet to be offered, and expected rental rate per ABOA square foot, fully serviced. Indicate whether the quoted rental rate includes an amount for tenant improvements and state the amount, if any.
  - Date of space availability
  - Building ownership information
  - Amount of parking available on-site and its cost. Include whether expected rental rate includes the cost of the required Government parking (if any).
  - Energy efficiency and renewable energy features existing within the building
  - List of building services provided
- The Government's decision regarding whether to relocate will be based, in part, on information received in response to this advertisement.

If the Leasing Specialist receives no responses for locations that can meet the requirements—for example, the space is outside the delineated area, is too small, or does not meet other requirements of the advertisement—then the Leasing Specialist must conduct additional market research (described below) to confirm that no other options exist. At this point the Leasing Specialist can begin to prepare the Justification for Other Than Full and Open Competition.

If viable responses are identified, then this information is captured for the cost-benefit analysis (described below) and may be included in a potential market survey.

### f. Market Survey

For purposes of obtaining a succeeding lease, the requirement for a market survey is fulfilled through market research. The market research should generate information needed for performing the cost-benefit analysis.

Chapter 2, Part 2 of this desk guide outlines the critical steps in conducting a market survey. For succeeding leases, a building tour of potential locations is not necessary at this stage, unless further cost-benefit analysis points to the need for a competitive action.

Before executing a succeeding lease, the Leasing Specialist must conduct due diligence by touring the current lease location. The Leasing Specialist cannot base review on agency or field office reports regarding the space. The Leasing Specialist must tour the space to confirm that its condition, accessibility, fire safety features, and other attributes meet current lease standards.

When the advertisement and market research identify potentially cost-effective locations, the Leasing Specialist must conduct a market survey to evaluate the possibility that the alternatives can meet both the agency's and GSA's requirements.

## ↳ 1. Succeeding Lease

Three scenarios are possible at this point:

1. No potentially acceptable locations (other than existing lessor) are identified through the advertisement or the market survey. In this situation, a cost-benefit analysis is unnecessary, and the Leasing Specialist should proceed with preparing a Justification to negotiate directly with the current lessor. See Chapter 2, Part 5, under subparagraph 5.f., "Posting of Justifications for Other Than Full and Open Competitions" for more information.
2. Potentially acceptable locations are identified, but the required subsequent cost-benefit analysis indicates that the Government cannot expect to recover relocation costs and duplication of costs through competition. The Leasing Specialist must capture this information for preparing the Justification.
3. Potentially acceptable locations are identified, and the cost-benefit analysis indicates that the Government could recover relocation costs and duplication costs through competition. Under this scenario, the Leasing Specialist must cancel the succeeding lease project and initiate a replacing lease project.

### g. Cost-Benefit Analysis

If potentially acceptable locations are identified through the advertisement or market research, a cost-benefit analysis becomes necessary for justifying a decision to pursue a succeeding lease action. The critical issue in this analysis is to determine whether the agency will recover the costs of relocation and duplication through the lower rents it may pay in the new lease.

A cost-benefit analysis must consider the following factors:

- The prices of other potentially available properties
- Relocation costs, including estimated costs for moving, telecommunications, and alterations amortized over the full term of the lease
- Duplication of costs to the Government, (such as for tenant improvements, loss of productivity, and disruptions)
- Other appropriate factors, such as costs to meet lease security standards in the new location versus retrofitting the existing location to meet lease security standards

**You cannot skip this step!**

Once potentially acceptable locations are identified, the cost-benefit analysis is a critical step in the succeeding lease process.

### How to Establish Costs

GSA Leasing Specialists must establish the prices for other potentially available properties by requesting each prospective offeror to provide an informational quotation for standard space for comparison purposes. To establish these prices, GSA realty professionals must:

- a. Provide a general description of the Government's needs that may be accomplished by publishing an advertisement using the sample succeeding lease advertisement template in subparagraph 1.e. above. A formal SFO is not required to obtain the informational quotation.



- b. Adjust the prices quoted for standard space for any special requirements. For example, adjust prices appropriately for office space versus holding cells. This adjustment could also be addressed in the tenant improvement budget.
- c. The Leasing Specialist must understand that most rates quoted are not fully serviced (to the government's standards) and must be adjusted to compensate for these differences. For example, fully serviced leases in the market might not include charges for snow removal, grounds maintenance, or common area maintenance as required in the SFO.
- d. For each price quote received, Leasing Specialists must document the following information:
  1. Name and address of the firm solicited (the location must be within the delineated area)
  2. Name of the firm's representative providing the quote
  3. Price quoted
  4. Adjustments made to price
  5. Description of the space and services for which the quote is provided
  6. Name of the Government employee soliciting the quotation
  7. Date of the quote
- e. The Leasing Specialist must compare the informational quotations to the present lessor's price, adjusted to reflect the anticipated price for a succeeding lease.

### Templates

To facilitate compliance with GSAM 570.402-6, "Cost-benefit analysis," the sample cost-benefit analysis template appearing on the following pages incorporates the GSAM cost-benefit analysis requirements for succeeding leases. Leasing Specialists must use this template as a guide.



**Cost-Benefit Analysis Template**

Note: The [agency] will commit to a lease term of [number—e.g., 5] years. The full term of the lease to be negotiated will be [number—e.g., 5] consistent with [agency] commitment, and the associated tenant improvements will be amortized over [number—e.g., 5].

*Example: Acquisition of [.....]ABOA Square Feet, 5-Year (Full Term) Analysis*

Note: TI allowances are calculated only on ABOA square feet.

Cost-benefit Analysis Acquisition of 25,600 ANSI/BOMA Office Area (ABOA) Square Feet 5-Year (Full Term) Analysis:		
	Present Location	Alternate Location
5-year total rent/annual ABOA rate	\$3,072,000/\$24	\$ 2,398,720/\$18.74
New amortized tenant improvements	\$257,280	\$1,137,920
Cost of physical move. <sup>1</sup> Include the following information in the estimate: <ul style="list-style-type: none"> <li>• Number of people moving</li> <li>• Number of cabinets or estimate 2 cabinets/person</li> <li>• Number of boxes (or number of boxes per person)</li> <li>• Number of existing workstations to disassemble, move, and reassemble</li> <li>• Move freestanding furniture (\$/ABOA SF; # of rooms)</li> <li>• Temporary contingency storage fees per workstation per month, if appropriate</li> <li>• Furniture project management fees</li> <li>• Space planning project management fees</li> </ul>	\$5,029	\$21,604
Voice and data move. <sup>1</sup> Includes both move and replacement costs, since moves sometimes trigger replacement of equipment that otherwise would have been used for a longer time. Include the following elements in the estimate: <ul style="list-style-type: none"> <li>• Purchase and install new ISDN phone system</li> <li>• Purchase new handsets</li> <li>• New voice/data ISDN line</li> <li>• Relocate existing voice/data ISDN line (including phones in conference rooms, lines for fax machines, etc.)</li> <li>• Purchase and install new analog phone system</li> <li>• New voice/data analog line (fax)</li> <li>• Relocate existing voice/data analog line (fax)</li> <li>• Purchase new switch</li> <li>• Purchase new phones and voicemail system</li> <li>• Purchase new LAN printer (data line)</li> <li>• Relocate existing LAN printer (data line)</li> <li>• Purchase and install new computer equipment</li> </ul>	\$10,057	\$68,974



Cost-benefit Analysis Acquisition of 25,600 ANSI/BOMA Office Area (ABOA) Square Feet 5-Year (Full Term) Analysis:		
	Present Location	Alternate Location
<ul style="list-style-type: none"><li>Relocate existing computer equipment</li><li>Relocate computer rooms (# rooms \$/ABOA SF /room)</li><li>Telecommunications project management fees</li></ul>		
Duplication of Reimbursable Work Authorization (RWA) alterations (above agency customization tier)	\$0	\$410,702
Temporary storage fees. Include contingency storage fees per workstation per month, if appropriate	\$0	\$0
Total 5-year cost/annual ABOA rate (no escalations included)	\$3,344,366/\$26.13	\$4,037,920/\$31.55
Full term lease savings	\$693,554	

<sup>1</sup>Estimate the costs of relocation by conducting market research, which involves:

- Reviewing PBS and Federal Acquisition Service client agency costs for recent relocation services
- Asking private companies their costs for recent relocations
- Searching for printed and on line advertisements for relocation services with quoted rates
- Calling service providers for quoted rates.



If a cost-benefit analysis fails to make a strong economic case for negotiating with only the current lessor, the Leasing Specialist must pursue a full and open competition.

### **h. Justification for Other Than Full and Open Competition (Justification)**

A Justification provides the basis for the Leasing Specialist to negotiate with a single source—in this context, the existing lessor—without full and open competition. The level of approval required increases as the dollar value escalates. The Justification template for succeeding leases is attached. The Justification must incorporate the cost-benefit analysis. Negotiations with the lessor must not be conducted until the Justification is approved by the appropriate authority. The Contracting Officer must closely coordinate with the Office of Regional Counsel on drafting the actual Justification. The sample template in Attachment 1 is only for illustration and must not be used without careful consideration of the facts in each case.

### **i. Final tips**

GSA Leasing Specialists and support contractors must include the most recent SFO paragraphs in all succeeding leases, unless waived or determined to be not applicable according to the contract terms.

Succeeding leases must also comply with all budget scorekeeping rules and prospectus requirements for succeeding lease actions. Chapter 11, Prospectus Level Leases, addresses these scoring requirements in more detail.

Since succeeding leases normally have no alterations or improvements and, therefore, no above standard Tenant Improvement costs, submission of a Reimbursable Work Authorization (RWA) is usually not required. However, if the customer has requirements and an RWA is provided, the Leasing Specialist must follow the procedures detailed in Chapter 2, Part 6.

### **j. Certification of Funds (Prevalidation)**

The Leasing Specialist must request certification of Budget Activity 53 funds from the authorized budget official. The certification must cover the lease period approved in the acquisition plan and agreed to by the lessor. When funds are certified, the Budget Office will provide the Leasing Specialist with an approved prevalidation of funding document, often referred to as a BA 53 fundcert.

## **2. Superseding Lease**

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A superseding lease is new lease that replaces an existing lease before expiration. It is procured following non-competitive sole-source procedures. It establishes new terms and conditions and has a new lease contract number.

The Government considers executing a superseding lease to replace an existing lease when the Government needs numerous or detailed modifications to a space that would cause complications or substantially change the existing lease. The Lease Contracting Officer must ultimately decide whether to pursue a superseding lease rather than an alteration, extension, or expansion of an existing lease. Additionally, the Leasing Specialist may pursue a superseding



lease to take advantage of favorable market conditions that would result in considerable financial savings.

The superseding lease process steps are identical to the succeeding lease process steps described in the section above. The critical difference is that a superseding lease replaces an existing lease before it expires.



## Attachment 1: Sample Justification for Other Than Full and Open Competition, Succeeding Lease

U.S. General Services Administration

GSA Region [ ]

[Name of Service Center/Division]

### JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

LEASE NUMBER: GS-[ ]

PROJECT NUMBER: [STAR Project Number]

Agency Name: [Agency]

#### 1. IDENTIFICATION AND DESCRIPTION OF ACTION BEING APPROVED.

The General Services Administration currently leases [amount of space] rentable square feet (RSF) of office space at [street address, city, state] under lease number GS-[ ] for the [Agency]. The current lease expires [date]. Approval is requested to negotiate a succeeding lease with the incumbent lessor without full and open competition for continued occupancy at this leased location.

#### 2. DESCRIPTION OF THE SUPPLIES OR SERVICES REQUIRED.

[Agency] submitted a continuing need letter on [date] for [amount of space] rentable square feet of office and related space. To satisfy the [agency] mission requirements, the facility must be within a walkable distance of the [complete sentence, as appropriate].

This requirement is for [amount of space] RSF of space for a [years of agency lease term requirement]-year term to commence on [date]. The estimated annual cost of this lease is [dollar amount based on information quotes received in response to advertisement] BOMA rentable square feet per year for an annual cost of [dollar amount based on information quotes received in response to advertisement] and a total contract value of [dollar figure based on information quotes received in response to advertisement]. The delineated area is [identify specific delineated area].

#### 3. IDENTIFICATION OF STATUTORY AUTHORITY.

41 U.S.C. 253(c) (1): Only one responsible source and no other supplies or services will satisfy agency requirements.

#### 4. DEMONSTRATION THAT THE ACQUISITION REQUIRES THE USE OF THE AUTHORITY CITED.

GSAM 570.402-5 allows for negotiation with the incumbent lessor when a cost-benefit analysis shows that the Government cannot expect to recover relocation and duplication costs through



## CHAPTER 5: Succeeding Lease, Superseding Lease

### Attachment 1: Sample Justification for Other Than Full and Open Competition, Succeeding Lease ↗

competition. GSA placed an advertisement conforming to GSAM 570.402-2 on the Federal Business Opportunities Web site (fedbizopps.gov) on [date advertisement was posted] and received [number of expressions of interest received] responses. The incumbent lessor's expression of interest indicated that the rate would be [dollar amount] RSF. The interested party that provided the lowest cost quoted a rate of [dollar amount] in its expression of interest.

Award to other than the current Lessor would require relocation of the entire requirement and would cause [Agency Name] to incur move and replication costs that would not be recovered through competition. [Provide a brief summary of any special use space such as a Sensitive Compartmented Information Facility (SCIF), Heating, Ventilation, and Air Conditioning (HVAC) enhanced conference rooms with video teleconferencing capabilities, special security requirements, etc., that would all have to be replicated if they were to move.]

[Insert Cost-Benefit Analysis]

The cost of relocating [Agency Name] using the low cost quote exceeds the cost of remaining at [current GSA leased location]. The savings to the Government is [dollar amount]. Based on this cost-benefit analysis, the Government cannot expect to recover relocation and duplication costs through competition. Therefore, the Government intends to negotiate a succeeding lease and remain at its current location.

#### 5. DESCRIPTION OF EFFORTS TO SOLICIT AS MANY OFFERS AS PRACTICAL.

In [date of market survey], [national broker contractor name or GSA] conducted a market survey and identified four potentially acceptable locations (three plus the incumbent) that might meet the agency's needs within the delineated area. [Provide a brief summary of the potentially acceptable locations and their ability to meet the Government's requirements.] In addition, an advertisement was placed in FedBizOpps on [date of advertisement]. GSA received only [number of expressions of interest received] responses, which are:

[incumbent]
[other]

#### 6. DEMONSTRATION THAT THE ANTICIPATED COST WILL BE FAIR AND REASONABLE.

In accordance with Federal Acquisition Regulation (FAR) 6.303-2(a) (7), the Contracting Officer determines by certifying this document that the anticipated cost to the Government of [dollar figure]/RSF for the entire requirement is fair and reasonable.

Recent market surveys conducted by [national broker contractor name or GSA] in [city], [state] showed the rental rate within the delineated area ranges from [identify rental rate ranges quoted during market survey] per RSF.

#### 7. DESCRIPTION OF MARKET SURVEY CONDUCTED.

In [date of market survey], [national broker contractor name or GSA] conducted a market survey that identified the following four locations including the incumbent:



Attachment 1: Sample Justification for Other Than Full and Open Competition, Succeeding Lease

Address	Asking Full Service Rental Rate

**Figure 1: Market Survey Comparables**

8. OTHER FACTS SUPPORTING USE OF OTHER THAN FULL AND OPEN COMPETITION.

Not applicable.

9. LIST OF SOURCES THAT EXPRESSED INTEREST IN THE ACQUISITION.


10. STATEMENT OF ACTIONS TO OVERCOME BARRIERS TO COMPETITION.

Not applicable.

11. CONTRACTING OFFICER CERTIFICATION.

By signature on this Justification for Other than Full and Open Competition, the Contracting Officer certifies that the award of a succeeding lease of [amount of space] RSF is in the Government's best interest and that this Justification is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_ Date \_\_\_\_\_

[Name], Contracting Officer

12. TECHNICAL REQUIREMENTS PERSONNEL CERTIFICATION

I certify that the supporting data used to form the basis of this Justification is complete and accurate to the best of my knowledge and belief.

\_\_\_\_\_ Date \_\_\_\_\_

[Name], Realty Specialist