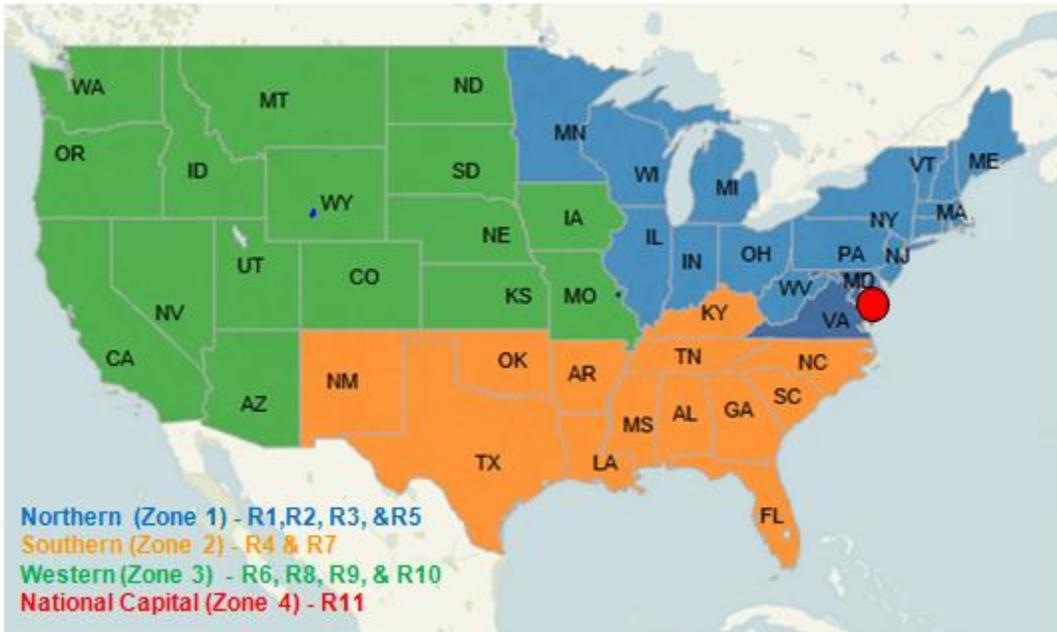


EXHIBIT 1 – GEOGRAPHIC ZONAL MAP



LAWS, STATUTES, EXECUTIVE ORDERS, REGULATIONS

The Federal Statutes, Executive Orders, regulations and policies that must be followed, include but are not limited to the following.. These statutes, regulations and policies may be updated during the term of the contract.

I. FEDERAL STATUTES

1. **Reorganization Plan No. 18 of 1950 (40 U.S.C. 301 note)**
Transferred all functions with respect to acquiring space in buildings by lease, and all functions with respect to assigning and reassigning space in buildings, to GSA.
2. **Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 585)**
Provides GSA with 20 year leasing authority.
3. **Public Buildings Act of 1959 (40 U.S.C. § 3307)**
Requires Congressional committee approval of leases with annual rental, excluding services and utilities, in excess of certain dollar thresholds. Further requires Congressional committee approval for lease alteration projects in excess of certain dollar thresholds. The thresholds indexed annually.
4. **Competition in Contracting Act of 1984 (41 U.S.C. § 251 et seq.)**
GSA acquires leased space through the use of full and open competitive procedures mandated by this Act.
5. **Public Buildings Cooperative Use Act of 1976 (40 U.S.C. §§ 3306)**
Requires GSA to afford a preference to historic properties in the leasing process. Also provides for the outleasing to the public of certain vacant Federal space when no Federal tenancy needs are present.
6. **The Small Business Act (15 U.S.C. §§ 631-647)**
Requires a positive effort by Federal contractors to place subcontracts with small and small disadvantaged business concerns. The Act also requires publication of Federal procurement requirements, requires large businesses to submit small business subcontracting plans, and provides for liquidated damages for failure to meet subcontracting plan goals.
7. **Rural Development Act of 1972 (42 U.S.C. § 3122)**
Requires Federal agencies to give first priority to rural areas in locating facilities. See also Executive Order 12072 regarding the location of Federal facilities in urban areas.
8. **Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613)**
Requires disputes arising from federal contracts to be adjudicated by established processes and procedures.
9. **Prompt Payment Act (31 U.S.C. §§ 3901-3907)**

Requires Federal payments to contractors to be made in an expeditious manner, provides penalties for late payment by the Government, and requires that the Government be entitled to discounts for early payment.

10. **Assignment of Claims Act of 1940 (31 U.S.C. §3727)**
Allows contractors to assign rights to payment, including rent, to established financing institutions.
11. **The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4152)**
Requires that public buildings be made accessible to the physically handicapped through construction and alterations to provide for suitable accessibility, restrooms, plumbing, water fountains, elevators, etc. The requirements of this Act are implemented through the Uniform Federal Accessibility Standards.
12. **Fire Administration Authorization Act of 1992 (15 U.S.C. § 2227)**
Requires that an entire building be sprinkled or provide an equivalent level of life safety when Federal funds are used to lease 35,000 square feet or more of space in a building (under 1 or more leases) and some portion of the leased space is on or above the 6th floor. Also requires that all hazardous areas be sprinklered in all Government leases.
13. **Earthquake Hazards Reduction Act of 1977 (42 U.S.C. § 7705b)**
Required adoption of standards for assessing the seismic safety of existing buildings constructed for or leased by the Government which were designed and constructed without adequate seismic design and construction standards.
14. **Energy Policy Act of 1992 (42 U.S.C. § 8253)**
Requires the Federal Government to meet 20 percent energy reduction targets by the year 2000. This includes federally leased space.
15. **Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651-678)**
Requires GSA to ensure that space leased and assigned to agencies provides safe, healthful working conditions, including building features such as lighting, guard rails, indoor air quality, fire safety features, emergency elevator requirements, etc.
16. **The National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.)**
Requires an assessment of the environmental impacts associated with major Federal actions, including Government leasing.
17. **National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 - 470w-6)**
Requires listed historical properties to be protected from harm as a result of Federal actions, including leasing.
18. **Randolph-Sheppard Act (20 U.S.C. § 107)**
Requires that licensed blind vendors be authorized to operate vending facilities on any Federal property, including leased buildings. The Act imposes a positive obligation on GSA to acquire space in buildings that have suitable sites for vending facilities.
19. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.)**

Requires the payment of relocation benefits to persons displaced as a result of Federal actions. This Act is potentially applicable to persons displaced as a result of GSA lease-construction projects on sites designated by the Government.

20. **Intergovernmental Cooperation Act of 1968 (40 U.S.C. §§ 901-905)**
Requires GSA to consult with planning agencies and local elected officials and to coordinate federal projects (i.e., usually large projects requiring Congressional prospectus approval) with development plans and programs of the state, region, and locality where the project is to be located.
21. **Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707)**
Requires contractors to make certifications regarding actions to reduce the possibility of drug use at the site of the performance of work. The requirements of the Act do not apply to contracts below the simplified acquisition threshold for leasing.
22. **Prohibitions Against Payments to Influence (31 U.S.C. § 1352)**
Requires certifications from contractors that funds have not and will not be paid to any person to influence the award of a Federal contract.
23. **Officials Not To Benefit (41 U.S.C. § 22)**
Prohibits any member of Congress from receiving any benefit arising from a Federal contract.
24. **Covenant Against Contingent Fees (41 U.S.C. § 254(a))**
Requires that no individuals other than full-time bona fide employees or established bona fide agents maintained by the Contractor have been retained to solicit or obtain a Federal contract. This requirement is not applicable to contracts below the simplified acquisition threshold for leasing.
25. **Anti-Kickback Act of 1986 (41 U.S.C. § 51)**
Prohibits a contractor from soliciting or receiving kickbacks from subcontractors in return for subcontract awards. The requirements of this Act are not applicable to contracts below the simplified acquisition threshold for leasing.
26. **Anti-Lobbying (18 U.S.C. § 1913)**
Prohibits the use of appropriated funds to lobby Congress.
27. **Examination of Records (P.L. 103-355, § 2251)**
Authorizes the head of an agency and the Comptroller General to inspect records of Federal contractors. This authority is not applicable to contracts below the simplified acquisition threshold for leasing.
28. **Davis-Bacon Act of 1931 (40 U.S.C. §§ 3141-3148)**
Provides for payment of prevailing wages to laborers on Federal construction projects. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.
29. **Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3702-3708)**
Imposes 40 hour work week and time and a half overtime requirements on certain contracts. This Act is potentially applicable to lease acquisitions when an offeror

proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government. The Act does not apply to contracts below the simplified acquisition threshold.

30. **Copeland Act of 1934 (18 U.S.C. § 874; 40 U.S.C. § 3145)**
This Act makes it unlawful for a contractor to force a kickback from any person employed in the construction or repair of a public building or public work. The Act also requires contractors and subcontractors to furnish compliance statement with respect to wages paid to employees. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.
31. **The Debt Collection Improvement Act of 1996, (Public Law No: 104-134, April, 26, 1996)** This Act requires payment be made by electronic fund transfer.
31. **American Recovery and Reinvestment Act of 2009 (Public Law 111-5, February 17, 2009)** The ARRA provides \$108 million in funding for the rental of space, related to leasing of temporary space in connection with projects funded under the ARRA.
32. **The Energy Policy Act of 2005, (Public Law No: 109-58, August 8, 2005)**
This Act includes new energy performance standards for Federal buildings and requires sustainable design principles to be applied to the design and construction of all new and replacement buildings.
33. **The National Defense Authorization Act for Fiscal Year 2008, Section 844,**
(Public Law 110-181, January 28, 2008 The provisions of Section 844 require the head of an Executive agency to make certain justification and approval documents relating to the use of noncompetitive procedures in contracting available within 14 days of contract award on the website of an agency and through a governmentwide website.
34. **Energy Independence and Security Act, 2007 (EISA), Pub. L. 110-140,**
This Act requires that GSA lease buildings that are energy efficient and promotes the use of renewable energy systems.

II. EXECUTIVE ORDERS

1. **Executive Order 11246 - Equal Employment Opportunity (1965. 30 Fed. Reg. 12319), and Executive Order No. 11375, "Equal Employment Opportunity" (Oct. 13, 1967, 32 FR 14303)**
Prevents Federal contractors from discriminating against any employee or applicant for employment because of race, color, religion, sex, or national origin.
2. **Executive Order 11988 - Floodplain Management (1977. 42 Fed. Reg. 26951)**
Precludes GSA from leasing space in buildings located within floodplains unless there are no practicable alternatives.
3. **Executive Order 11990 - Protection of Wetlands (1977, 42 Fed. Reg. 26961)**

Precludes GSA from leasing space in wetland areas unless there are no practicable alternatives.

4. **Executive Order 12072 - Federal Space Management (1978, 43 Fed. Reg. 36869)**
Requires that first consideration be given to locating Federal facilities in urban areas within central business districts.
5. **Executive Order 12699 - Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (1990, 55 Fed. Reg. 835)**
Requires that new buildings constructed for lease to the Government are designed and constructed in accord with appropriate seismic design and construction standards.
6. **Executive Order 12902 - Energy Efficiency and Water Conservation at Federal Facilities (1994, 59 Fed. Reg. 11463)**
Requires that appropriate consideration be given to efficient buildings in the leasing process. Increases Federal energy reduction goals to 30 percent by the year 2005.
7. **Executive Order 12941 - Seismic Safety of Existing Federally Owned or Leased Buildings (1994, 59 Fed. Reg. 62545), and Executive Order No. 12941, "Seismic Safety of Existing Federally Owned or Leased Buildings" (Dec. 5, 1994, 59 FR 62545)**
Adopted standards of the Interagency Committee on Seismic Safety in Construction (ICSSC) as the minimum level acceptable for use by Federal departments and agencies in assessing the seismic safety of their owned and leased buildings and in mitigating unacceptable seismic risks in those buildings.
8. **Executive Order 13006 - Locating Federal Facilities on Historic Properties in Our Nation's Central Cities (1996, 61 Fed. Reg. 26071)**
Subject to the Rural Development Act and Executive Order 12072, directs that Executive agencies give first consideration to locating Federal facilities in historic properties within historic districts when operationally appropriate and economically prudent.
9. **Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management (2007, 72 Fed. Reg. 3917),**
Includes new energy performance standards for Federal buildings and requires sustainable design principles to be applied to the design and construction of all new and replacement buildings
10. **Executive Order 12977 - Interagency Security Committee, (1995, 60 Fed. Reg. 54411),**
as amended by **Executive Order 13286 - Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security (2003, 68 Fed. Reg. 10619)**
Established the Interagency Security Committee to establish policies for security in and protection of Federal facilities.
11. **Executive Order No. 13327, "Federal Real Property Asset Management" (Feb. 4, 2004, 69 FR 5897)**
This EO requires Federal Agencies to report their real property holdings.

III. REGULATIONS

1. General Services Administration Acquisition Regulations, 48 C.F.R. Part 570.

Note: The Federal Acquisition Regulation is not applicable to acquisitions of leasehold interests in real property by the General Services Administration except as provided in Part 570 of the General Services Administration Acquisition Regulations or specific lease solicitations for offers.

2. Federal Management Regulations, 41 C.F.R. Subchapter C, Real Property, Parts 102-71 through 102-85

3. Comprehensive Procurement Guideline For Products Containing Recovered Materials (40 CFR Chapter I Part 247)

IV. POLICY

1. Homeland Security Presidential Directive, HSPD-12

This Presidential directive created a policy for a common identification standard for Federal employees and contractors.

2. OMB Circular A-11 (Capital Lease Scoring)

This OMB Circular provides the rules for budget score keeping for leases.

3. Realty Services Letters Effective/Reissued as of RSL-2009-05 June 14, 2009

DATE ISSUED	RSL NUMBER	SUBJECT	EXPIRATION DATE
9/13/1994	PQRP-94-07	Davis-Bacon Act and the Acquisition of Leasehold Interests in Real Property	7/31/2010
8/18/1995	PER-95-03	Simplified Procedures for Acquisition of Leasehold Interests in Real Property	7/31/2010
12/20/1995	PER-95-06	Executive Order 12072/Implementation of Urban Location Policy	7/31/2011
7/03/1996	PER-96-03	Appraisal Requirements for Lease Acquisition	7/31/2011
9/21/2001	PX-2001-03	Guidance on Use of the SFO and Lease Forms	7/31/2014
12/21/2001	PX-2001-05	Lease File Secure Storage	7/31/2011
2/21/2002	PE-2002-02	Regional Real Estate Peer Review	7/31/2010
3/28/2002	PE-2002-03	Relocation Assistance for Lease Construction	7/31/2014
3/14/2003	PE-2003-01	Rural Development Act Compliance	7/31/2011
6/30/2003	PE-2003-02	Adjusting Discount Rates and Inflation Rates for Lease Offer Analysis	7/31/2010
7/01/2003	PE-2003-03	“Office Hoteling” Leasing	7/31/2010
8/13/2003	PE-2003-05	Davis-Bacon Act and the Acquisition of Leasehold Interests in Real Property	7/31/2010

EXHIBIT 2 LAWS, STATUTES, EXECUTIVE ORDERS, and REGULATIONS

		Clarification and SFO Revision	
8/02/2004	PQ-2004-03	Initial Cataloging of Lease Files	7/31/2011
1/18/2005	PQ-2005-01	Obtaining and Disseminating Schedules of Lease Periodic Services Other than Daily, Weekly or Monthly	7/31/2011
1/18/2005	PQ-2005-02	Acquisition Planning for Leasing	7/31/2010
2/15/2005	PQ-2005-03	Annual Review of STAR User Access to Ensure Proper Segregation of Duties and Electronic Data Security	7/31/2011
5/04/2005	PQ-2005-04	Fire Protection, Life Safety, and Environmental Procedures in Lease Acquisition	7/31/2010
5/13/2005	PQ-2005-05	Lease SFO Revisions for National Broker Contract	7/31/2010
6/28/2005	PQ-2005-06	Revised Lease File Checklist and Guidance	7/31/2010
7/29/2005	PQ-2005-07	Central Contractor Registration	7/31/2014
11/14/2005	PQ-2005-09	Revised General Clauses	7/31/2010
11/29/2005	PQ-2005-11	Lease Security Standards	7/31/2010
5/10/2006	RSL-2006-02	Mandatory Use of eLease (Amended)	7/31/2011
5/31/2006	RSL-2006-03	Accessibility in New Construction Leased Space	7/31/2010

4. CIO IT Security Procedural Guide CIO-IT Security-09-48 (copy attached)

Exhibit 4: Bullseye Methodology

1) Bullseye Report Definition

- a) A market research report provided to the regions from Central Office

2) Bullseye Report Contents

- a) A Bullseye Target: A full service rental rate (shell, tenant improvement work letter, operating expenses) calculated by averaging the asking rates of available sources
- b) Overall market and submarket trends
 - i) A brief market analysis
 - ii) Market concessions: free rent and average tenant improvement work letter included in asking rate for new and renewing tenants
 - iii) Parking rates

3) Bullseye Report Sources

- a) CBRE Econometric Advisors: Formerly Torto Wheaton Research; provides rates on a quarterly basis at a submarket level
- b) Reis: Over 2 decades of impartial research providing standardized, transparent methodology applied consistently across all Reis markets; provides rates on a quarterly basis at a submarket level
- c) CoStar: Most comprehensive database for current market availability. Asking rate for the Bullseye Report is obtained by limiting the search of CoStar that meet the Government's requirement for available space and location. If there are not at least three available properties with asking rates listed, the analyst may reduce the minimum square footage requirement in order to obtain an average asking rate for properties inside the delineated area, or obtain the average asking rate for the appropriate submarket from CoStar's most recent quarterly report.

4) Bullseye Report Eligibility

- a) For new, new/replacing, succeeding, superseding leases
- b) Major Markets: for Bullseye purposes this is defined as a market that is covered by Reis
 - i) Can be determined if covered by using GSA's [GIS mapping tool](#);
- c) Predominantly office space
 - i) Rentable square foot of office component of lease must greater than 75% of the overall rentable square feet (i.e. a 10,000 RSF lease with a 30,000 RSF lab would be excluded)

Exhibit 4: Bullseye Methodology

(1) Warehouse and parking leases as well as office space built out in a retail property are excluded

d) Leases on an airport are excluded (mostly DHS-TSA)

5) Requesting a Bullseye Report: GREX

a) Reports are requested as a part of the procurement process through GREX

i) After requirements are finalized

ii) Any point in pre-solicitation or solicitation phase

iii) Task of requesting and viewing Bullseye Report can be completed by anybody assigned to the project in GREX

iv) Typically no more than 2-week turnaround

6) Lease Cost Assessments

a) Comparison between the cost of a pro-forma market lease and the cost of the GSA-procured lease on a present value basis

i) Assessments use market averages for rental rates and concessions supplied in the Bullseye Report and compares them to the terms negotiated in the GSA lease

b) Key Assumptions: Cost of the Market Lease

i) Market tenant improvements are included in the estimated present value cost of the pro forma market lease. The tenant improvement concession provided by Reis is subtracted from the cost of the lease up front, or in Year 0

ii) Free rent concessions are expected for new leases and for replacing leases that move to new property. They are not expected for succeeding or superseding leases

iii) The present value analysis uses the Bullseye Target as the year one market rental rate which is then escalates by 2.5% annually throughout the full term of the lease

iv) The cost of required Government parking not accounted for in listed market rates is added to the cost of the market lease and escalated by 2.5% annually throughout the full term of the lease

c) Key Assumptions: Cost of the GSA Lease

Exhibit 4: Bullseye Methodology

- i) In the calculation of the GSA present value cost, the landlord's upfront buildout cost to deliver the Government's required space is considered a concession to the Government and reduces the cost of the GSA lease in Year 0 of the present value
 - (1) The upfront buildout cost includes the cost to bring space from a cold-dark shell to GSA's warm-lit shell (estimated at \$25/RSF in the assessment calculation), tenant improvement costs including general and custom TI components, and security requirements itemized as building specific amortized capital (BSAC)
 - (2) The amortization and repayment of the landlord's outlay for buildout is reflected in GSA's annual rent payments
- ii) The calculation of the cost of the GSA lease reflects all estimated annual cash flows including any changes in the shell rate (step rents) or conclusion of TI and/or BSAC repayment (TI's dropping off)
- iii) The operating component of the GSA lease is escalated at 2.5% annually throughout the full term of the lease to account for the Government's standard lease language stating that operating expenses will be adjusted annually depending on the consumer price index (CPI). The assessment of leases without the standard CPI adjustment language will be modified accordingly
- iv) The PBS fee charged to GSA's customer agencies is not included in the assessment
- v) Any broker commission credit received by the Government is accounted for and reduces the cost of the GSA lease by reducing the rent in Year 1

EXHIBIT 5b
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.

Disclosure of 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 5c
DUAL AGENCY DISCLOSURE STATEMENT
(Acknowledgement and Consent)

GSA Regional CO:
Offeror: _____
Property Involved:

Dual Agency: The General Services Administration's, Leasing Support Services 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 as detailed in the SFO and reflected on the SF2 of the awarded lease.

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**

GS00P14BQD7003

Government's Signature

Date

Broker's Signature

Date

EXHIBIT 6 – GLS COMMISSION AGREEMENT

DATE

Name
Address

Re: Request for Lease Proposal No. _____ (“RLP”)
General Services Administration

Dear _____:

This letter, when signed by authorized representatives of both [*insert name of lessor/owner*] (Lessor) and [*insert name of Broker*] (Broker), will represent the Commission Agreement (“Agreement”) between Lessor and Broker with respect to Broker’s representation of the United States of America, acting by and through the General Services Administration (“Tenant”), concerning Tenant’s lease of office space in the building located at [*insert property address*] (“Property”) pursuant to the above-referenced RLP.

Utilize this paragraph for the following: [Module 1: Deluxe Acquisition Services](#), [Module 3: Occupancy Services](#), [Module 5: Limited Value Leases](#) (in which Post-Award Services are required). Broker to complete the commission percentage line after the commission has been negotiated with the offeror.

In the event that a lease agreement (“Lease”) is awarded to Lessor by Tenant for space in the above referenced Property, the commission shall be an agreed upon rate that is in accordance with local business practices. This percentage shall be negotiated between the Lessor and Broker. Lessor and Broker have agreed upon a Commission to be equal to ___ % (as negotiated) of the “Aggregate Lease Value” (as defined below) for the initial non-cancelable term of this Lease.

The Commission shall be earned upon lease execution and is payable without further condition or contingency as follows: (i) one-half (1/2) of the commission owed Broker when the Lease is awarded and (ii) the remaining amount upon the earlier of Tenant’s occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant on the Leased premises for the initial firm term of the Lease. Term and application of broker commission credit (Commission Credit) are defined in Paragraphs [*insert RLP paragraph ref*] of the RLP). The Aggregate Lease Value shall include:

EXHIBIT 6 – GLS COMMISSION AGREEMENT

- (i) the initial full service rental to be paid by the Tenant on all space leased by the Tenant, including base rent, base operating costs, base real estate taxes, and amortization of any tenant improvement allowance, Building Specific Amortized Capital (BSAC) Charges, and
- (ii) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value shall not include:

- (i) any rental abatement provided to Tenant pursuant to the Lease other than the Commission Credit (as defined below),
- (ii) any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,
- (iii) any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease, and
- (iv) commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease.

In the event the Aggregate Lease Value increases or decreases due to a change in the amount of Tenant improvements to be amortized, the commission percentage shall remain unchanged, the commission amount in dollars adjusted up or down accordingly, and the adjustment be reflected in the second one – half (1/2) payment.

Utilize this paragraph for the following: [Module 2: Programming and Acquisition Service](#), [Module 4: Lease Acquisition](#), [Module 5: Limited Value Leases \(excluding Post Award Services\)](#) and [Module 6: Lease Extension](#). Broker to leave the commission percentage as a blank line to be completed by the offeror.

In the event that a lease agreement (“Lease”) is awarded to Lessor by Tenant for space in the above referenced Property, the commission shall be an agreed upon rate that is in accordance with local business practices. This percentage shall be negotiated between the Lessor and Broker. Lessor and Broker have agreed upon a Commission to be equal to ___ % (as negotiated) of the shell and operating rent for the initial non-cancelable term of this Lease. The Commission shall be earned upon lease execution and is payable without further condition or contingency at lease award.

The Aggregate Lease Value is defined as the full service rental to be paid by Tenant on the Leased premises for the initial firm term of the Lease. Term and application of broker commission credit (Commission Credit) are defined in Paragraphs [*insert RLP paragraph ref*] of the RLP). The Aggregate Lease Value shall include:

EXHIBIT 6 – GLS COMMISSION AGREEMENT

- (iii) the initial full service rental to be paid by the Tenant on all space leased by the Tenant, including base rent, base operating costs, base real estate taxes, and amortization of any tenant improvement allowance, Building Specific Amortized Capital (BSAC) Charges, and
- (iv) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value shall not include:

- (v) any rental abatement provided to Tenant pursuant to the Lease other than the Commission Credit (as defined below),
- (vi) any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,
- (vii) any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease, and
- (viii) commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease.

Lessor and Broker expressly recognize and agree that a portion of the Commission (the "Commission Credit"), to be specified at a later date, shall be applied to the benefit of Tenant in the Lease as a credit to shell rent as required in the RLP. The Aggregate Lease Value provided above shall be calculated before and without regard to the application of the Commission Credit.

Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the Leased Premises in the Property, it has not employed or dealt with any broker, agent or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.

Lessor and Broker agree not to disclose confidential financial information on commission and/or credits, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished.

Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement

EXHIBIT 6 – GLS COMMISSION AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the payment of a commission by the Lessor to the Broker and supersedes all prior agreements, negotiations and understandings between the Lessor and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect. This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Lessor and Broker relating to this Agreement or either party's performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Lessor in the space provided below and return an executed original of this letter to the undersigned.

Sincerely,

{BROKER TRANSACTION AGENT}.
GSA AUTHORIZED REPRESENTATIVE
{INSERT SPECIFIC NBC2 COMPANY}

AGREED AND ACCEPTED:

By: _____ Date: _____

Name: _____

Title: _____

	Metro	1-100 MSA??	MSA Rank	Other MSA Rank	CBSA	State	City	State-1
	New York-Newark-Jersey City, NY-NJ-PA	Yes	1		35620	NY		NJ
	Los Angeles-Long Beach-Anaheim, CA	Yes	2		31080	CA		
	Chicago-Naperville-Elgin, IL-IN-WI	Yes	3		16980	IL		IN
	Dallas-Fort Worth-Arlington, TX	Yes	4		19100	TX		
	Houston-The Woodlands-Sugar Land, TX	Yes	5		26420	TX		
	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	Yes	6		37980	PA		NJ
	Washington-Arlington-Alexandria, DC-VA-MD-WV	Yes	7		47900	DC		VA
	Miami-Fort Lauderdale-West Palm Beach, FL	Yes	8		33100	FL		
	Atlanta-Sandy Springs-Roswell, GA	Yes	9		12060	GA		
	Boston-Cambridge-Newton, MA-NH	Yes	10		14460	MA		NH
	San Francisco-Oakland-Hayward, CA	Yes	11		41860	CA		
	Phoenix-Mesa-Scottsdale, AZ	Yes	12		38060	AZ		
	Riverside-San Bernardino-Ontario, CA	Yes	13		40140	CA		
	Detroit-Warren-Dearborn, MI	Yes	14		19820	MI		
	Seattle-Tacoma-Bellevue, WA	Yes	15		42660	WA		
	Minneapolis-St. Paul-Bloomington, MN-WI	Yes	16		33460	MN		WI
	San Diego-Carlsbad, CA	Yes	17		41740	CA		
	Tampa-St. Petersburg-Clearwater, FL	Yes	18		45300	FL		
	St. Louis, MO-IL	Yes	19		41180	MO		IL
	Baltimore-Columbia-Towson, MD	Yes	20		12580	MD		
	Denver-Aurora-Lakewood, CO	Yes	21		19740	CO		
	Charlotte-Concord-Gastonia, NC-SC	Yes	22		16740	NC		SC
	Pittsburgh, PA	Yes	23		38300	PA		
	Portland-Vancouver-Hillsboro, OR-WA	Yes	24		38900	OR		WA
	San Antonio-New Braunfels, TX	Yes	25		41700	TX		
	Orlando-Kissimmee-Sanford, FL	Yes	26		36740	FL		
	Sacramento--Roseville--Arden-Arcade, CA	Yes	27		40900	CA		
	San Juan-Carolina-Caguas, PR	Yes	28		41980	PR		
	Cincinnati, OH-KY-IN	Yes	29		17140	OH		KY
	Kansas City, MO-KS	Yes	30		28140	MO		KS
	Las Vegas-Henderson-Paradise, NV	Yes	31		29820	NV		
	Cleveland-Elyria, OH	Yes	32		17460	OH		
	Columbus, OH	Yes	33		18140	OH		
	Indianapolis-Carmel-Anderson, IN	Yes	34		26900	IN		
	San Jose-Sunnyvale-Santa Clara, CA	Yes	35		41940	CA		
	Austin-Round Rock, TX	Yes	36		12420	TX		
	Nashville-Davidson--Murfreesboro--Franklin, TN	Yes	37		34980	TN		
	Virginia Beach-Norfolk-Newport News, VA-NC	Yes	38		47260	VA		NC
	Providence-Warwick, RI-MA	Yes	39		39300	RI		MA
	Milwaukee-Waukesha-West Allis, WI	Yes	40		33340	WI		
	Jacksonville, FL	Yes	41		27260	FL		
	Memphis, TN-MS-AR	Yes	42		32820	TN		MS
	Oklahoma City, OK	Yes	43		36420	OK		
	Louisville/Jefferson County, KY-IN	Yes	44		31140	KY		IN
	Richmond, VA	Yes	45		40060	VA		
	New Orleans-Metairie, LA	Yes	46		35380	LA		
	Raleigh, NC	Yes	47		39580	NC		
	Hartford-West Hartford-East Hartford, CT	Yes	48		25540	CT		
	Salt Lake City, UT	Yes	49		41620	UT		
	Birmingham-Hoover, AL	Yes	50		13820	AL		
	Buffalo-Cheektowaga-Niagara Falls, NY	Yes	51		15380	NY		
	Rochester, NY	Yes	52		40380	NY		
	Grand Rapids-Wyoming, MI	Yes	53		24340	MI		
	Tucson, AZ	Yes	54		46060	AZ		
	Urban Honolulu, HI	Yes	55		46520	HI		
	Tulsa, OK	Yes	56		46140	OK		
	Fresno, CA	Yes	57		23420	CA		
	Bridgeport-Stamford-Norwalk, CT	Yes	58		14860	CT		
	Worcester, MA-CT	Yes	59		49340	MA		CT

Albuquerque, NM	Yes	60	10740	NM	
Omaha-Council Bluffs, NE-IA	Yes	61	36540	NE	IA
Albany-Schenectady-Troy, NY	Yes	62	10580	NY	
Bakersfield, CA	Yes	63	12540	CA	
Greenville-Anderson-Mauldin, SC	Yes	64	24860	SC	
New Haven-Milford, CT	Yes	65	35300	CT	
Knoxville, TN	Yes	66	28940	TN	
Oxnard-Thousand Oaks-Ventura, CA	Yes	67	37100	CA	
El Paso, TX	Yes	68	21340	TX	
McAllen-Edinburg-Mission, TX	Yes	69	32580	TX	
Allentown-Bethlehem-Easton, PA-NJ	Yes	70	10900	PA	NJ
Baton Rouge, LA	Yes	71	12940	LA	
Dayton, OH	Yes	72	19380	OH	
Columbia, SC	Yes	73	17900	SC	
North Port-Sarasota-Bradenton, FL	Yes	74	35840	FL	
Greensboro-High Point, NC	Yes	75	24660	NC	
Little Rock-North Little Rock-Conway, AR	Yes	76	30780	AR	
Charleston-North Charleston, SC	Yes	77	16700	SC	
Stockton-Lodi, CA	Yes	78	44700	CA	
Akron, OH	Yes	79	10420	OH	
Colorado Springs, CO	Yes	80	17820	CO	
Cape Coral-Fort Myers, FL	Yes	81	15980	FL	
Boise City, ID	Yes	82	14260	ID	
Syracuse, NY	Yes	83	45060	NY	
Winston-Salem, NC	Yes	84	49180	NC	
Wichita, KS	Yes	85	48620	KS	
Lakeland-Winter Haven, FL	Yes	86	29460	FL	
Madison, WI	Yes	87	31540	WI	
Ogden-Clearfield, UT	Yes	88	36260	UT	
Springfield, MA	Yes	89	44140	MA	
Des Moines-West Des Moines, IA	Yes	90	19780	IA	
Deltona-Daytona Beach-Ormond Beach, FL	Yes	91	19660	FL	
Toledo, OH	Yes	92	45780	OH	
Augusta-Richmond County, GA-SC	Yes	93	12260	GA	SC
Jackson, MS	Yes	94	27140	MS	
Provo-Orem, UT	Yes	95	39340	UT	
Harrisburg-Carlisle, PA	Yes	96	25420	PA	
Scranton--Wilkes-Barre--Hazleton, PA	Yes	97	42540	PA	
Palm Bay-Melbourne-Titusville, FL	Yes	98	37340	FL	
Youngstown-Warren-Boardman, OH-PA	Yes	99	49660	OH	PA
Chattanooga, TN-GA	Yes	100	16860	TN	GA
Durham-Chapel Hill, NC		101	20500	NC	
Spokane-Spokane Valley, WA		102	44060	WA	
Lancaster, PA		103	29540	PA	
Modesto, CA		104	33700	CA	
Portland-South Portland, ME		105	38860	ME	
Fayetteville-Springdale-Rogers, AR-MO		106	22220	AR	MO
Santa Rosa, CA		107	42220	CA	
Lexington-Fayette, KY		108	30460	KY	
Lafayette, LA		109	29180	LA	
Pensacola-Ferry Pass-Brent, FL		110	37860	FL	
Lansing-East Lansing, MI		111	29620	MI	
Visalia-Porterville, CA		112	47300	CA	
Springfield, MO		113	44180	MO	
Corpus Christi, TX		114	18580	TX	
Shreveport-Bossier City, LA		115	43340	LA	
Port St. Lucie, FL		116	38940	FL	
Reno, NV		117	39900	NV	
Asheville, NC		118	11700	NC	
Huntsville, AL		119	26620	AL	
York-Hanover, PA		120	49620	PA	
Santa Maria-Santa Barbara, CA		121	42200	CA	
Salinas, CA		122	41500	CA	
Vallejo-Fairfield, CA		123	46700	CA	
Fort Wayne, IN		124	23060	IN	
Killeen-Temple, TX		125	28660	TX	

Brownsville-Harlingen, TX	126	15180	TX		
Myrtle Beach-Conway-North Myrtle Beach, SC-NC	127	34820	SC		NC
Mobile, AL	128	33660	AL		
Reading, PA	129	39740	PA		
Flint, MI	130	22420	MI		
Beaumont-Port Arthur, TX	131	13140	TX		
Manchester-Nashua, NH	132	31700	NH		
Salem, OR	133	41420	OR		
Canton-Massillon, OH	134	15940	OH		
Anchorage, AK	135	11260	AK		
Salisbury, MD-DE	136	41540	MD		DE
Gulfport-Biloxi-Pascagoula, MS	137	25060	MS		
Davenport-Moline-Rock Island, IA-IL	138	19340	IA		IL
Peoria, IL	139	37900	IL		
Fayetteville, NC	140	22180	NC		
Tallahassee, FL	141	45220	FL		
Montgomery, AL	142	33860	AL		
Savannah, GA	143	42340	GA		
Trenton, NJ	144	45940	NJ		
Huntington-Ashland, WV-KY-OH	145	26580	WV		KY
Hickory-Lenoir-Morganton, NC	146	25860	NC		
Eugene, OR	147	21660	OR		
Ann Arbor, MI	148	11460	MI		
Naples-Immokalee-Marco Island, FL	149	34940	FL		
Rockford, IL	150	40420	IL		
Ocala, FL	151	36100	FL		
Kalamazoo-Portage, MI	152	28020	MI		
Ponce, PR	153	38660	PR		
Fort Collins, CO	154	22660	CO		
Aguadilla-Isabela, PR	155	10380	PR		
Spartanburg, SC	156	43900	SC		
South Bend-Mishawaka, IN-MI	157	43780	IN		MI
Lincoln, NE	158	30700	NE		
Evansville, IN-KY	159	21780	IN		KY
Green Bay, WI	160	24580	WI		
Columbus, GA-AL	161	17980	GA		AL
Roanoke, VA	162	40220	VA		
Boulder, CO	163	14500	CO		
Kingsport-Bristol-Bristol, TN-VA	164	28700	TN		VA
Lubbock, TX	165	31180	TX		
Utica-Rome, NY	166	46540	NY		
Duluth, MN-WI	167	20260	MN		WI
Fort Smith, AR-OK	168	22900	AR		OK
San Luis Obispo-Paso Robles-Arroyo Grande, CA	169	42020	CA		
Erie, PA	170	21500	PA		
Clarksville, TN-KY	171	17300	TN		KY
Greeley, CO	172	24540	CO		
Atlantic City-Hammonton, NJ	173	12100	NJ		
Kennewick-Richland, WA	174	28420	WA		
Norwich-New London, CT	175	35980	CT		
Gainesville, FL	176	23540	FL		
Wilmington, NC	177	48900	NCN		
Santa Cruz-Watsonville, CA	178	42100	CA		
Laredo, TX	179	29700	TX		
Merced, CA	180	32900	CA		
Olympia-Tumwater, WA	181	36500	WA		
Cedar Rapids, IA	182	16300	IA		
Waco, TX	183	47380	TX		
Hagerstown-Martinsburg, MD-WV	184	25180	MD		WV
Amarillo, TX	185	11100	TX		
Crestview-Fort Walton Beach-Destin, FL	186	18880	FL		
Lynchburg, VA	187	31340	VA		
Bremerton-Silverdale, WA	188	14740	WA		
Sioux Falls, SD	189	43620	SD		
Yakima, WA	190	49420	WA		
Binghamton, NY	191	13780	NY		
College Station-Bryan, TX	192	17780	TX		
Tuscaloosa, AL	193	46220	AL		
Champaign-Urbana, IL	194	16580	IL		

Topeka, KS	195	45820	KS		
Appleton, WI	196	11540	WI		
Macon, GA	197	31420	GA		
Fargo, ND-MN	198	22020	ND		MN
Charlottesville, VA	199	16820	VA		
Chico, CA	200	17020	CA		
Charleston, WV	201	16620	WV		
Prescott, AZ	202	39140	AZ		
Tyler, TX	203	46340	TX		
Longview, TX	205	30980	TX		
Burlington-South Burlington, VT	206	15540	VT		
Barnstable Town, MA	207	12700	MA		
Las Cruces, NM	208	29740	NM		
Rochester, MN	209	40340	MN		
Lafayette-West Lafayette, IN	210	29200	IN		
Springfield, IL	211	44100	IL		
Houma-Thibodaux, LA	212	26380	LA		
Medford, OR	213	32780	OR		
Bellingham, WA	214	13380	WA		
Florence, SC	215	22500	SC		
Lake Charles, LA	216	29340	LA		
Lake Havasu City-Kingman, AZ	217	29420	AZ		
Yuma, AZ	218	49740	AZ		
Hilton Head Island-Bluffton-Beaufort, SC	219	25940	SC		
Elkhart-Goshen, IN	220	21140	IN		
Johnson City, TN	221	27740	TN		
Daphne-Fairhope-Foley, AL	222	19300	AL		
Athens-Clarke County, GA	223	12020	GA		
Racine, WI	224	39540	WI		
Saginaw, MI	225	40980	MI		
Panama City, FL	226	37460	FL		
St. Cloud, MN	228	41060	MN		
Arecibo, PR	229	11640	PR		
Gainesville, GA	230	23580	GA		
Bloomington, IL	231	14010	IL		
Jacksonville, NC	232	27340	NC		
Warner Robins, GA	233	47580	GA		
Blacksburg-Christiansburg-Radford, VA	235	13980	VA		
Kingston, NY	236	28740	NY		
Redding, CA	237	39820	CA		
El Centro, CA	238	20940	CA		
Monroe, LA	239	33740	LA		
Joplin, MO	240	27900	MO		
Greenville, NC	241	24780	NC		
Columbia, MO	242	17860	MO		
Muskegon, MI	243	34740	MI		
Dover, DE	244	20100	DE		
Terre Haute, IN	245	45460	IN		
Bend-Redmond, OR	246	13460	OR		
Waterloo-Cedar Falls, IA	247	47940	IA		
Yuba City, CA	248	49700	CA		
Oshkosh-Neenah, WI	249	36780	WI		
Sioux City, IA-NE-SD	250	43580	IA		NE
Abilene, TX	251	10180	TX		
Punta Gorda, FL	252	39460	FL		
Billings, MT	253	13740	MT		
East Stroudsburg, PA	254	20700	PA		
Bowling Green, KY	255	14540	KY		
Eau Claire, WI	256	20740	WI		
Iowa City, IA	257	26980	IS		
Bloomington, IN	258	14020	IN		
Kahului-Wailuku-Lahaina, HI	259	27980	HI		
Pueblo, CO	260	39380	CO		
Midland, TX	261	33260	TX		
Janesville-Beloit, WI	262	27500	WI		
Jackson, MI	263	27100	MI		
State College, PA	264	44300	PA		
Vineland-Bridgeton, NJ	265	47220	NJ		
Burlington, NC	266	15500	NC		

Niles-Benton Harbor, MI	267	35660	MI	
Albany, GA	268	10500	GA	
Alexandria, LA	269	10780	LA	
Madera, CA	270	31460	CA	
Auburn-Opelika, AL	271	12220	AL	
Odessa, TX	272	36220	TX	
Bangor, ME	273	12620	ME	
Decatur, AL	274	19460	AL	
Chambersburg-Waynesboro, PA	275	16540	PA	
St. George, UT	276	41100	UT	
Elizabethtown-Fort Knox, KY	277	21060	KY	
Wichita Falls, TX	278	48660	TX	
Jefferson City, MO	280	27620	MO	
Hanford-Corcoran, CA	281	25260	CA	
Monroe, MI	282	33780	MI	
Rocky Mount, NC	283	40580	NC	
Texarkana, TX-AR	284	45500	TX	AR
Hattiesburg, MS	285	25620	MS	
Grand Junction, CO	286	24300	CO	
Santa Fe, NM	287	42140	NM	
Dothan, AL	288	20020	AL	
Florence-Muscle Shoals, AL	289	22520	AL	
Coeur d'Alene, ID	291	17660	ID	
Wheeling, WV-OH	294	48540	WV	OH
Sebastian-Vero Beach, FL	295	42680	FL	
Rapid City, SD	296	39660	SD	
Valdosta, GA	297	46660	GA	
Dalton, GA	298	19140	GA	
Napa, CA	299	34900	CA	
Homosassa Springs, FL	301	26140	FL	
Idaho Falls, ID	302	26820	ID	
Johnstown, PA	303	27780	PA	
Flagstaff, AZ	304	22380	AZ	
Morgantown, WV	305	34060	WV	
La Crosse-Onalaska, WI-MN	306	29100	WI	MN
Springfield, OH	307	44220	OH	
Lebanon, PA	308	30140	PA	
Wausau, WI	309	48140	WI	
Battle Creek, MI	310	12980	MI	
Winchester, VA-WV	313	49020	VA	WV
San Germán, PR	314	41900	PR	
Logan, UT-ID	316	30860	UT	ID
Lawton, OK	317	30020	OK	
Harrisonburg, VA	318	25500	VA	
Jackson, TN	319	27180	TN	
Pittsfield, MA	320	38340	MA	
New Bern, NC	321	35100	NC	
Sierra Vista-Douglas, AZ	322	43420	AZ	
St. Joseph, MO-KS	323	41140	MO	KS
Glens Falls, NY	324	24020	NY	
Hammond, LA	326	25220	LA	
Jonesboro, AR	327	27860	AR	
Carbondale-Marion, IL	328	16060	IL	
Bismarck, ND	330	13900	ND	
Altoona, PA	331	11020	PA	
Goldsboro, NC	332	24140	NC	
Farmington, NM	333	22140	NM	
Sherman-Denison, TX	334	43300	TX	
Beckley, WV	335	13220	WV	
Mansfield, OH	336	31900	OH	
Weirton-Steubenville, WV-OH	337	48260	WV	OH
Mount Vernon-Anacortes, WA	339	34580	WA	
Staunton-Waynesboro, VA	340	44420	VA	
Cleveland, TN	341	17420	TN	
Albany, OR	342	10540	OR	
Watertown-Fort Drum, NY	343	48060	NY	
San Angelo, TX	344	41660	TX	
Muncie, IN	345	34620	IN	
Lawrence, KS	346	29940	KS	

Williamsport, PA	347	48700	PA	
Owensboro, KY	348	36980	KY	
Anniston-Oxford-Jacksonville, AL	349	11500	AL	
Morristown, TN	350	34100	TN	
Sheboygan, WI	352	43100	WI	
Brunswick, GA	353	15260	GA	
Wenatchee, WA	354	48300	WA	
The Villages, FL	355	45540	FL	
Missoula, MT	357	33540	MT	
Michigan City-La Porte, IN	358	33140	IN	
Kankakee, IL	360	28100	I	
California-Lexington Park, MD	361	15680	MD	
Decatur, IL	362	19500	IL	
Sumter, SC	364	44940	SC	
Lewiston-Auburn, ME	366	30340	ME	
Bay City, MI	369	13020	MI	
Lima, OH	372	30620	OH	
Ithaca, NY	374	27060	NY	
Gadsden, AL	377	23460	AL	
Longview, WA	379	31020	WA	
Grand Forks, ND-MN	380	24220	ND	MN
Fond du Lac, WI	381	22540	WI	
Gettysburg, PA	382	23900	PA	
Cumberland, MD-WV	384	19060	MD	WV
Fairbanks, AK	385	21820	AK	
Mayagüez, PR	389	32420	PR	
Victoria, TX	390	47020	TX	
Mankato-North Mankato, MN	391	31860	MN	
Sebring, FL	393	42700	FL	
Manhattan, KS	394	31740	KS	
Cape Girardeau, MO-IL	395	16020	MO	IL
Hot Springs, AR	397	26300	AR	
Cheyenne, WY	400	16940	WY	
Dubuque, IA	401	20220	IA	
Rome, GA	402	40660	GA	
Ocean City, NJ	403	36140	NJ	
Pine Bluff, AR	406	38220	AR	
Ames, IA	410	11180	IA	
Parkersburg-Vienna, WV	416	37620	WV	
Elmira, NY	423	21300	NY	
Corvallis, OR	427	18700	OR	
Bloomsburg-Berwick, PA	429	14100	PA	
Grand Island, NE	433	24260	NE	
Grants Pass, OR	437	24420	OR	
Midland, MI	438	33220	MI	
Pocatello, ID	439	38540	ID	
Kokomo, IN	440	29020	IN	
Great Falls, MT	441	24500	MT	
Hinesville, GA	442	25980	GA	
Casper, WY	444	16220	WY	
Guayama, PR	448	25020	PR	
Columbus, IN	450	18020	IN	
Danville, IL	452	19180	IL	
Walla Walla, WA	512	47460	WA	
Lewiston, ID-WA	521	30300	ID	WA
Carson City, NV	562	16180	NV	

Agency Long Term Space Requirements Needs Interview Questionnaire

General Project Information

Basic Information

1. Brief description of the location's daily operations and functions (e.g. typical office, interactions with the public, appeals office, regional office, rapid response center, & etc.)

2. Purpose of this project / move:
3. How does the agency define success?
4. Constraints: Budget , Resources , Schedule , Organizational Change , & Mission Change
 - a. Notes:
5. Assistance needed from GSA for: IT/Network & Telecommunication Services , Local & Long Distance Phone Service , Furniture Acquisition , Furniture & Personal Property Disposal , Office Equipment Acquisition , Security Products & Services , Move Coordination
6. Total Staff / Headcount: Current Future
7. For restroom calculations: New location percentage of staff women %, staff men %
8. Furniture: Move Existing or Buy New

New Lease Term

9. Full Term
10. Firm Term (Period TIs are paid off)
11. Has the agency considered potential office consolidations and closings? Yes No Notes:

Square Footage

12. Total Usable Square Footage Requested
13. Is circulation accounted for in the square footage? Yes No Notes:
 - a. Typically Circulation is calculated as 25-35% of the total USF requested. GSA does not add circulation to the USF submitted by agencies. The initial USF submitted by the agency must include the allowance for it.

Agency Long Term Space Requirements Needs Interview Questionnaire

14. Does this square footage account for agency-wide space reduction goals? Yes No Notes:

Delineated Area Boundaries (Must form a complete closed loop of connecting streets)

Requested Delineated Area:

15. North:

16. East:

17. South

18. West:

19. Is this area within a rural county? If yes, please skip to question 123. If no, please proceed to question

20.

20. Obtain a justification for not locating within a rural county (see Rural Development Act)

21. Are these boundaries within the city's Central Business District (CBD)? If yes, please skip to question 23.

If no, please proceed to question 22.

22. Obtain a justification related to the mission of this office for not locating within the CBD.

23. Are there any requirements for proximity to public transportation?

24. Are there any setback requirements (ex. residential, day care, churches, etc)?

Hours of Operation

25. Weekday hours of operation:

26. Weekend hours of operation: Not Applicable Notes:

27. After hours access required: Yes No Notes:

28. After hours utilities required: Yes No Notes:

29. Are after hours or daytime cleaning services required? To be included in the lease Notes:

Security

1. Agency's Security Level: Unknown Notes: (FPS Level for current Lease)

2. Unique Security Constraints: Yes No Notes:

Agency Long Term Space Requirements Needs Interview Questionnaire

3. Security constraints that limit the use of signage, American flags, and symbols that may indicate the presence of a federal agency? Yes No Notes:
4. How does the agency want to manage employee access to the space? Keys , Cards , Other
5. Does the agency need to manage visitor access to the space? Yes No Notes:

Parking

6. Number of parking spaces *required* **Government Owned Vehicles Only (Included on SF-81 & Rent)*
 - a. Security Needs: Gate Controlled , Fenced , or Visually Private
 - b. Location: Inside Basement , Outside Surface , Outside Structured , or No Preference
7. Number of employee &/or visitor parking spaces **Privately Owned Vehicles (Not on SF-81 & Rent)*
 - a. Parking to be within miles of the building.
8. Bicycle parking Yes No Notes:

Existing Space

Basic Information

1. Would the agency like to remain in their current space if possible? Yes No Notes:
2. Is the agency satisfied with the current space and space configuration? Yes No Notes:
3. What works with the current space?
4. What does not work with the current space?
5. Has the Lessor's performance been acceptable? Yes No Notes:
6. Are there any outstanding maintenance issues that the agency would like us to address with your existing space?
Yes No Notes:

Existing Space Modifications

7. List of requirements for the current space, in the event the agency remains at the same location:
 - a. Re-Paint Yes No Notes:
 - b. Re-Carpet Yes No Notes:

Agency Long Term Space Requirements Needs Interview Questionnaire

- c. Security Changes Yes No Notes:
- d. Swing space required during needed alterations Yes No Notes:
- e. Additional Needs

8. If the agency were to relocate, are there any significant or non-standard items that would have to be moved or replicated in the new space?

New Space

Building / Site

1. Does the agency need to be co-located with another agency or department? Yes No

Notes:

2. Must the space be contained in one contiguous block without being split by a public corridor? Yes No

Notes:

3. Column spacing requirement: Yes No Span

4. Must the space be located on a particular floor of a building? Yes No Notes:

5. External adjacency requirements (ex. proximity to courthouses, etc.) Yes No Notes:

6. Proximity to amenities / building support services? Not Applicable

a. Food Service , Fitness Center , Credit Union , &/or Onsite Health Unit

b. Other:

7. Proximity to mass transit? Yes No Distance away in miles:

8. Preference for a Class of Building? Class A , Class B , Class C/Flex , & / or no preference

Notes:

9. Does the agency require the ability to display signage? Interior Exterior Not Applicable

10. Does the agency require a business directory? Yes No

11. Does the agency require on-site vending machines? Yes No

12. Does the agency require a flag pole? Yes No

13. Ceiling Height Minimum Clearance:

Construction & Finishes

Agency Long Term Space Requirements Needs Interview Questionnaire

14. Requirement for window coverings such as blinds or draperies ? No Preference Notes:
15. How frequently would the agency like the space re-carpeted? (Typically every 5-10 years)
16. How frequently would the agency like the space re-painted? (Typically every 5-10 years)
17. Are floor grills or grates required to control outside dirt from external entryways? Yes No
18. Does the agency have any sustainability goals beyond the existing regulations, existing laws, and Executive Orders in effect? Yes No Notes:
19. Sealed conduit for telecommunications: Yes No Notes:
20. Unique HVAC requirements: Yes No Notes:
- a. Server Room? Yes No Notes:
 - b. Mail Room? Yes No Notes:
 - c. Other? Yes No Notes:
21. Antennas or a satellite dish on the roof: Yes No Notes:
22. Ware yard: Yes No Notes:
23. Loading Dock: Yes No Notes:
24. Freight Elevator: Yes No Notes:

Project Schedule

1. Does the agency require pre-occupancy tenant access for the set-up of equipment? Yes No
Number of days needed
2. Will the agency prepare the DIDs (Design Intent Drawings?) Yes No
3. Days agency needs to prepare the DIDs: Business Days
4. Days agency needs to review the DIDs, if the Lessor generates them: Business Days
5. Days agency needs to review DID changes: Business Days
6. Days agency needs to review the Construction Documents (CDs): Business Days
7. Days agency needs to review modifications to the CDs: Business Days
8. Days agency needs to review the RLP (previously known as the SFO): Business Days

Agency Long Term Space Requirements Needs Interview Questionnaire

DID Workshops

DID workshops are 1-3 day meetings held after award hosted by the Lessor with their architect. During this meeting, the agency and the Lessor's architect develop and finalize the Design Intent Drawing. This process can substantially speed up the post award design process and can take months off of the project time, allowing the agency to occupy their space sooner. DID workshops also provide for a more collaborative design process resulting in a design that will better meet the needs of the agency which increases overall satisfaction with the space. In order for this process to be successful, the agency must bring all of the "decision makers" to the meeting and be prepared to approve the DID.

1. Is the agency willing to participate in a DID workshop? Yes No Notes:
2. Who are the individuals that will need to participate in the workshop in order to approve the DIDs?

Please Note: Agencies must agree to the DID workshop prior to issuance of the RLP in order to ensure that the Lease document contains the proper clauses.

Turn-Key Leasing

Turn-key leasing offers numerous advantages over the traditional TI Allowance method. Turn-key leasing involves GSA and the agency fully developing the agency's tenant improvement requirements at the beginning of the project. These requirements are packaged into the "Agency Specific Requirements Package" which is then released to the Offerors as part of the Request for Lease Proposal (formally known as the SFO). The Offerors then submit costs for the tenant improvements required instead of using a generic allowance number. This means that the agency will know the actual cost of the tenant improvements including any RWA funding required prior to the Government awarding a contract. Turn-key leasing also offers much shorter project cycles due to a significantly shorter post award design and construction period. Turn-key leasing can be done when the agency is willing to assist GSA with completing the ASRP template with 4 main types of information: 1) a room schedule with sizes, 2) a sample layout, 3) special build-out requirements, and 4) general requirements. The leasing process can be drastically reduced for small to medium sized leases compared to our standard model using the tenant improvement allowance process. Are you willing to provide GSA with this information?

Room Schedule and Details

Space Breakdown (Provide quantity, size, and finishes information). Standard office space finishes are specified below. If the space uses standard finishes, check that box. If non-standard finishes are required, specify them below.

Standard Office Finishes:
 Flooring Type: Carpet Tile
 Wall Finish Type: Paint
 Wall Type (Interior Partitions): Ceiling Height
 Ceiling Type: Acoustical Tile
 Quantity duplex electrical outlets (Offices): 4
 Quantity data outlets (Offices): 2

1. **Offices: Private Walled-in:** Quantity & Size Standard Finishes? Yes No
 - a. Flooring type

Agency Long Term Space Requirements Needs Interview Questionnaire

- b. Wall finish type _____ ,
- c. Ceiling type _____ ,
- d. Quantity duplex electrical outlets _____ ,
- e. Quantity data outlets _____
- f. Wall Type: _____
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard): _____
- h. Additional Needs: _____

2. **Offices: Open Workstations (cubicles):** Quantity _____ & Size _____ Standard Finishes? Yes No

- a. Flooring type _____
- b. Wall finish type _____
- c. Ceiling type _____
- d. Quantity duplex electrical outlets _____
- e. Quantity data outlets _____
- f. Wall Type (if other than standard specified by code): _____
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard): _____
- h. Additional Needs: _____

3. **Conference Room(s):** Quantity _____ & Size _____

- a. Flooring type _____ ,
- b. Wall finish type _____
- c. Ceiling type _____
- d. Quantity duplex electrical outlets _____
- e. Quantity data outlets _____
- f. Wall Type (if other than standard specified by code): _____
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard): _____
- h. Additional Needs: _____

Agency Long Term Space Requirements Needs Interview Questionnaire

4. **Reception Room:** Quantity & Size Standard Finishes? Yes No
- a. Flooring type
 - b. Wall finish type
 - c. Ceiling type
 - d. Quantity duplex electrical outlets
 - e. Quantity data outlets
 - f. Wall Type (if other than standard specified by code):
 - g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
 - h. Additional Needs:
5. **Server Room:** Quantity & Size Standard Finishes? Yes No
- a. Flooring type
 - b. Wall finish type
 - c. Ceiling type
 - d. Quantity duplex electrical outlets
 - e. Quantity data outlets
 - f. Wall Type (if other than standard specified by code):
 - g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
 - h. Additional Needs:
6. **Storage Room:** Quantity & Size Standard Finishes? Yes No
- a. Flooring type
 - b. Wall finish type
 - c. Ceiling type
 - d. Quantity duplex electrical outlets
 - e. Quantity data outlets
 - f. Wall Type (if other than standard specified by code):
 - g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

Agency Long Term Space Requirements Needs Interview Questionnaire

h. Additional Needs:

7. **File Room:** Quantity & Size Standard Finishes? Yes No
- a. Flooring type
 - b. Wall finish type
 - c. Ceiling type
 - d. Quantity duplex electrical outlets
 - e. Quantity data outlets
 - f. Floor load for safe or files:
 - g. Wall Type (if other than standard specified by code):
 - h. Sound Transmission Coefficient (STC) Requirement (if other than standard):
 - i. Additional Needs:
8. **Mailroom:** Quantity & Size Standard Finishes? Yes No
- a. Flooring type
 - b. Wall finish type
 - c. Ceiling type
 - d. Quantity duplex electrical outlets
 - e. Quantity data outlets
 - f. Wall Type (if other than standard specified by code):
 - g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
 - h. Additional Needs:
9. **Breakroom:** Quantity & Size Standard Finishes? Yes No
- a. Flooring type
 - b. Wall finish type
 - c. Ceiling type
 - d. Quantity duplex electrical outlets
 - e. Quantity data outlets

Agency Long Term Space Requirements Needs Interview Questionnaire

- f. Sink , Microwave , Refrigerator (dorm size standard size ,) Cabinets
- i. Seating for _____ people
- g. Wall Type (if other than standard specified by code):
- h. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- i. Additional Needs:

10. Space for Copiers, Fax, Bookshelves, & Shared Printer Stations: Quantity _____ & Size _____

- a. Flooring type
- b. Wall finish type
- c. Ceiling type
- d. Quantity duplex electrical outlets
- e. Quantity data outlets
- f. Wall Type (if other than standard specified by code):
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- h. Additional Needs:

11. Reception / Entry Space: Quantity _____ & Size _____ Standard Finishes? Yes No

- a. Flooring type
- b. Wall finish type
- c. Ceiling type
- d. Quantity duplex electrical outlets
- e. Quantity data outlets
- f. Wall Type (if other than standard specified by code):
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- h. Additional Needs:

12. Additional unique spaces or functions (e.g. laboratory, handling of hazardous wastes, weapons / evidence storage, & etc.) : Quantity _____ & Size _____

- a. Flooring type

Agency Long Term Space Requirements Needs Interview Questionnaire

- b. Wall finish type
- c. Ceiling type
- d. Quantity duplex electrical outlets
- e. Quantity data outlets
- f. Wall Type (if other than standard specified by code):
- g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
- h. Additional Needs:

13. **Video Conferencing Equipment:** Yes No

14. **Internal (departments or other) space adjacencies required:** Yes No Notes:

Design Schematic Layout (recommended, but not required for the Streamlined model TI allowance option)

1. Do you have a required layout for this office? Yes No Notes:

2. Do you have any adjacency plans? Yes No Notes:

Note: If the agency cannot supply a sample layout, check other recent projects for that agency for potential layouts that can be used. If no layout is available, contact appropriate GSA staff to help them develop one.

Special Requirements

1. Do you have any specialty items which are not standard to an office? Yes No Notes:

2. Do you have construction specifications for these items? Yes No Notes:

General Requirements

1. Do you have any special IT requirements or standards other than specified above? Yes No Notes:

Are cable trays required? This question can be answered with a "yes" or "no."

Who is purchasing data cable? This question should specify "agency" or "landlord."

Who is responsible for installing data cable? This question should specify "agency" or "landlord."

Who is purchasing telecommunications cable? This question should specify "agency" or "landlord."

Who is responsible for installing telecommunications cable? This question should specify "agency" or "landlord."

Are sealed conduits required for wall mounted outlets? This question can be answered with a "yes" or "no." Please specify locations or "back to demark."

Who is responsible for termination data/telecommunication connections? This question should specify "agency" or "landlord."

Agency Long Term Space Requirements Needs Interview Questionnaire

Are cable trays required?	Who is purchasing data cable?	Who is responsible for installing data cable?	Who is purchasing tele-communications cable?	Who is responsible for installing tele-communications cable?	Are sealed conduits required for wall mounted outlets?	Who is responsible for terminating data/telecommunication connections?
Yes	Agency	Landlord	Agency	Landlord	Yes, back to demark	Landlord

2. Do you have any special security requirements (intrusion detection system, access control system, etc.) Yes

No Notes:

EXHIBIT 10 – MARKET ANALYSIS

Prior to the Project Orientation meeting, the Contractor shall provide a project specific market analysis containing at a minimum the following types of market information to the COTR.

1. Summary Market Information :

- (a) General market conditions for the broad metro market and the more specific submarket - - recent patterns and expected trends
 - a. Must provide verifiable sources
 - b. Markets where REIS or CoStar data is not available, contact local brokers, the chamber of commerce, and any other resource that will allow them to obtain an idea of market rates.
- (b) Available buildings with the delineated area for a tenant agency's intended use - - including number, total square footage, type of space, and class of space.
- (c) Absorption/demand levels and Vacancy rates for different classes of space by selected submarkets
- (d) Asking rental rates per rentable SF and per ANSI BOMA Office area SF - - for submarket and for metro market.
- (e) Typical market tenant improvements - -
 - a. Identify typical/standard work letter and tenant improvements in addition to this standard work letter
 - b. Do quoted rents in the market typically contain T.I.'s ? ; Identify the value of T.I.'s typically provided by landlords
- (f) Other concessions, including free rent, etc.
- (g) Estimated Operating Expenses per rentable square foot
- (h) Typical property taxes for selected submarkets
- (i) Parking ratios and Parking rates typical of selected submarkets
- (j) Readily available photos from online sources or marketing material for referenced properties

2. Comparable Market Rents:

The Contractor shall provide comparable market rental rates for each applicable class of building surveyed. Comparable rents obtained as part of the market analysis shall substantiate the rental ranges quoted. These rent comps shall be broken down by the following components:

- (a) General characteristics of comparables used - - building type, class, age, height, tenant mix, etc.
- (b) Asking rent per rentable square foot
 - i. Base rent (e.g., recovery of investment on ownership costs of land, building, financing plus profit).

EXHIBIT 10 – MARKET ANALYSIS

- ii. Do quoted rents in the market typically contain T.I.'s
- (c) Tenant Improvements / Space build-out costs:
 - i. Identify typical/standard work letter
 - ii. Identify tenant improvements in addition to standard work letter
 - iii. Report T.I.'s as first year cost as well as amortized costs over lease term.
- (d) Operating costs - - identify what's included ; separately report utility costs
- (e) Property taxes
- (f) Parking costs and Parking ratio
- (g) Other costs not included in lease
- (h) Identify start date of lease comparables.

The total of these items will constitute total gross, full service rental cost.

If it is not possible to provide comparable data on at least three buildings, the Contractor shall provide a written explanation of the market conditions preventing the collection of the required data.



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D. C. 20503

March 25, 2015

THE CONTROLLER

MANAGEMENT PROCEDURES MEMORANDUM NO. 2015-01

MEMORANDUM FOR: ALL CFO ACT EXECUTIVE AGENCIES

FROM: David Mader 
Controller

SUBJECT: Implementation of OMB Memorandum M-12-12 Section 3:
Reduce the Footprint

OMB CONTACTS: William Hamele (202-395-7583, whamele@omb.eop.gov) and
Stannis Smith (202-395-7764, ssmith@omb.eop.gov)

Summary:

Consistent with Section 3 of the Office of Management (OMB) and Budget Memorandum M-12-12, *Promoting Efficient Spending to Support Agency Operations* (May 11, 2012), all Chief Financial Officers (CFO) Act Executive Branch departments and agencies shall move aggressively to dispose of surplus properties held by the Federal Government, make more efficient use of the Government's real property assets, and reduce the total square footage of their domestic office and warehouse inventory relative to an established baseline. This Memorandum supersedes OMB Management Procedures Memorandum 2013-02 (March 14, 2013) and clarifies existing policy to dispose of excess properties and promote more efficient use of real property assets.

OMB and the General Services Administration (GSA) will annually monitor the continuing implementation of this policy. As part of this process, each agency will develop and submit a Real Property Efficiency Plan in lieu of a Revised Real Property Cost Savings and Innovation Plan. GSA will support policy implementation through data management and analytics to identify real property efficiency opportunities.

I. Actions Required:

1. Real Property Efficiency Plan

Each agency shall develop and submit to GSA and OMB a draft final 5-year Real Property Efficiency Plan (Plan) by July 10, 2015, and submit a final plan signed by the Agency's Deputy Secretary or Administrator by September 10, 2015. Each year thereafter, agencies shall submit a draft final Plan ninety (90) days after the final Federal Real Property Profile (FRPP) data submission. The final Plan, signed by the Agency's Deputy Secretary or Administrator, shall be submitted sixty (60) days after an agency's annual Strategic Review meeting with OMB. The first plan will cover Fiscal Years (FY) 2016 – FY2020, the second plan will cover FY2017 – FY2021, and so forth for five fiscal

years. The Plan will describe the agency's overall strategic and tactical approach in managing its real property, provide a rationale for and justify its optimum portfolio, and drive the identification and execution of real property disposal, efficiency improvements, general usage, and cost saving measures. The narrative section of the Plan should not exceed twenty (20) pages and will meet the requirements set forth in the Implementation Section of this Memorandum.

2. Space Design Standard for Office Space.

No later than one year after the date of this Memorandum, agencies shall issue a policy that specifies a design standard for maximum useable square feet by workstation for use in the design of owned and leased domestic office space, including GSA occupancy agreements, that it occupies. The policy shall apply, at a minimum, to all space renovations and new acquisitions for all agency components. Agency components may implement different standards based upon mission requirements, provided the Agency documents and justifies the applicable standard within its policy. Agencies are not required to retrofit existing space to meet the standard specified by their policy. Agencies also are not required to apply the standard to replacement, succeeding or superseding leases, executed by the agency or by GSA, if the agency can demonstrate that application of the standard is not cost effective.

- a. *Elements of the Office Space Design Standard.*** In determining the office space standard, each agency shall consider core mission requirements associated with providing an appropriate work space for employees. Those core requirements include, but are not limited to: (1) agency mission; (2) job functions performed in the space; and (3) equipment necessary to perform the job.

3. Reduction Targets for Office and Warehouse Space.

Agencies shall specify in their Plan reduction targets for their portfolio of domestic office and warehouse space on an annual basis. Separate targets for offices and warehouses shall be specified for FY2016 through FY2020. Targets must be reported as annual net square foot reductions to office and warehouse space. Changes to mission requirements and availability of budgetary resources may require modifications to targets, particularly in the out-years.

- a. *Measurement of Reductions.*** Reductions to office and warehouse space will be calculated annually using both GSA Occupancy Agreement data and FRPP data. To calculate reductions in office and warehouse space, the office and warehouse square footage reported by these data sources at the end of the target year (e.g., FY2017) will be compared to the office and warehouse square footage reported by these data sources in the previous year (i.e., FY 2016).
- b. *Application of Warehouse Targets.*** Agencies that have fewer than two hundred (200) domestic warehouses in their portfolio are not required to set warehouse reduction targets. The total number of agency warehouses is determined by adding

the number of GSA warehouse Occupancy Agreement locations to the number of warehouses reported in the FRPP for which the agency is listed as the using organization.

4. Reduction Targets to Dispose of Owned Buildings.

In addition to the office and warehouse targets specified above, agencies shall specify in the Plan annual reduction targets for domestic owned building properties reported in the FRPP. Targets shall include all buildings with the exception of owned offices or warehouses (tracked separately) and shall be specified for FY2016 through FY2020. Targets must be reported as the number of individual buildings and square feet slated for disposal.

- a. **Measurement of Reductions.** Agency disposals will be calculated annually using FRPP data. Only owned building properties that have an FRPP disposition method of public benefit conveyance, Federal transfer, sale or demolition will be credited toward agencies' annual disposal targets. Disposal of office and warehouse space are not credits to this target as they are credited in 3 ("Reduction Targets for Office and Warehouse Space") above. Agencies must remove a property from their real property inventory or submit a report of excess to GSA in order to be credited with disposing of the property.

5. Freeze the Footprint.

An agency shall not increase the square footage of its domestic inventory of office and warehouse space. In general, while progress in meeting the Freeze the Footprint requirement will be based on an annual evaluation of an agency's total office and warehouse square footage compared to its baseline, there may be circumstances where an agency experiences mission changes leading it to exceed its square-footage baseline in a given year. The agency is nevertheless in compliance with this requirement based on the timing of already-identified offsets relative to its square-footage baseline.

- a. **Baseline for Measurement.** An agency's total square footage for office and warehouse space shall remain at its FY2012 baseline through FY2015. Agency baselines will be recalculated based on the FY2015 FRPP data and FY2015 GSA Occupancy Agreement data. GSA will consolidate this information and submit it to each agency for review. Within thirty (30) business days of receipt, each agency may provide comments and additional information to GSA for consideration. This new baseline shall remain in effect through FY2020.
- b. **Requirements for Offsets.**¹

- i. On an annual basis, an agency must identify in its Plan offsets for any growth

¹ GSA is subject to the offset requirement for space that it uses for its own agency operations. The offset requirement does not apply to GSA for space that GSA maintains, leases, or otherwise obtains for the operations of other Federal agencies.

in total office and warehouse space with other corresponding reductions in total office or warehouse space to ensure that there is no net increase in the size of its owned and leased inventory of office and warehouse space, compared against its baseline.

- ii. A disposal creates an offset in the amount of the square footage of the office or warehouse space disposed. Within an agency's own inventory of owned and leased office or warehouse space, a consolidation can yield subsequent disposals that create offsets. The agency's declaration of a property as excess to GSA will count as an offset. Additionally, office and warehouse properties located at military installations that are closed or realigned as part of a Defense Base Realignment and Closure (BRAC) process may be counted as an offset. For GSA space leased on behalf of another agency, that agency's disposal of the space is recognized as occurring on the agency rent termination date.
- iii. An agency may not use the following as an offset:
 - a) Properties that the agency has "mothballed" (*i.e.*, property is temporarily not occupied or utilized);
 - b) Enhanced use leases (EULs) and outleases; or
 - c) Properties that have their predominant use code in the FRPP changed to a code other than "office" or "warehouse" after the baseline has been finalized.

II. Implementation:

1. Contents of the Real Property Efficiency Plan

Agencies' Plans shall contain the following information:

- a. ***Description of Internal Controls.*** Each agency shall describe the methods and procedures for complying with the requirements of this Memorandum. These controls may include, but are not limited to:
 - i. The processes through which the agency will identify and execute offsets when acquiring additional office and warehouse space;
 - ii. Internal reviews and certification processes, specifically the level of management review and approval required for new leases, acquisitions, expansions or other growth in the agency's office and warehouse space before they are implemented;
 - iii. Documentation to justify each instance in which the standard design requirement is not applied because it is not cost effective.

- iv. Tracking of all agency domestic office and warehouse increases and offsets; and
 - v. Process for identifying and prioritizing reductions to office and warehouse space and disposal of properties based upon return on investment and mission requirements.
- b. *Use of Performance Benchmarks.*** Each agency shall describe how it uses the President's Management Agenda performance benchmarks to prioritize the funding of consolidation and disposal projects. Other relevant factors employed in the prioritization process, such as mission delivery requirements, among others, shall be described.
- c. *Reduction Targets for Offices and Warehouse Space.*** Each agency shall report reduction targets as described in 3 above in tabular format by year. The actual square foot reduction achieved and the cost data described in section II.1 (f) (i) shall also be reported in the table.
- d. *Disposal Targets for Owned Buildings.*** Each agency shall report reduction targets as described in section I.4 above in tabular format by year. The actual number of disposed assets, square foot reduction, and the cost data described in section II.1 (f) (ii) shall be reported in the table.
- e. *Plan to Identify Reductions to Office and Warehouse Space to Reduce or Maintain the Freeze the Footprint Baseline.*** The objective of the Plan is to assist agency efforts to systematically develop real property project data to identify efficiency opportunities for consideration in future budget years. Each agency shall include:
- i. A spreadsheet that identifies potential agency office and warehouse acquisitions, consolidations, co-locations, disposals, and construction projects as acquisitions or offsets anticipated over the first three years of the five year planning period. The last two years of the five-year planning period can be summarized as portfolio-wide square footage changes to office and warehouse space. The spreadsheet shall include the following column headers and appropriate data: FRPP Real Property Unique Identifier;² Office or Warehouse; Size; Legal Interest; City; State; Zip Code; and Estimated Date the Asset will Leave the Inventory or Estimated Date the Agency will Begin Occupation of New Space;
 - ii. A narrative description of the strategies and policies an agency will utilize to carry out mission and program priorities while staying at or reducing its baseline, identifying and implementing offices and warehouse reductions, and identifying and disposing of owned property;
 - iii. A narrative description to the individual project level of the planning process the

² For GSA assignments, each agency shall include the Occupancy Agreement number.

agency will use to leverage data and portfolio requirements for developing recommendations for future budget years;

- iv. At least three project examples of planned reductions to office and warehouse space through consolidation, co-locations, and disposals that can be updated and tracked publicly; and
 - v. A brief narrative, which can be updated and tracked publicly, describing successful strategies, specific challenges, and explanation for the result achieved in the annual Freeze the Footprint baseline compliance assessment.
- f. *Documentation of Costs.*** Each agency shall include:
- i. At the asset level, for projects completed in the previous fiscal year (FY15 excluded), the total investment cost and total cost reduction generated through disposal of owned and leased office and warehouse space 2,500 square feet or greater, for one- and cumulative seven-year time periods, per guidance provided by GSA;
 - ii. At the program level, for projects completed the previous fiscal year (FY15 excluded), the total investment cost and total cost reduction generated through disposal of all owned buildings, excluding office and warehouse space, for one- and cumulative seven-year time periods, per guidance provided by GSA; and
 - iii. A general description of how the agency will implement the records retention requirement for cost documentation in Section II.3 below.

g. *Explanation of Efficiency.* Each agency shall include:

- i. An analysis and discussion of what actions the agency is taking to maximize and increase efficiency in its office space; and
- ii. Cost effective alternatives to acquisition of additional office space, such as consolidation, co-location, teleworking, and “hoteling.”

2. Certification of FRPP Data.

a. *FRPP Data Submittal.* Each agency shall:

- i. Submit to GSA a certification letter signed by the agency CFO that characterizes the accuracy of the data being submitted to the FRPP system and the methodology used to evaluate the accuracy of the data. The letter must be provided to GSA by December 31 of each year; and
- ii. Describe efforts currently employed or planned as part of the agency’s independent verification and validation process to improve the accuracy and

completeness of FRPP data.

3. Records Retention.

Each agency shall retain records that document the calculations completed to implement the above reporting requirements in Section II.1 (f) (i) and Section II.1 (f) (ii). A spreadsheet summary, by individual reduction and disposal project, shall be retained and updated annually. These records shall be made available to GSA as needed to support its monitoring and reporting responsibilities in Section II.4 (b) and Section II.4(c). Records shall be maintained until the expiration of this policy.

4. Government-Wide Controls.

GSA and OMB will take the following actions to improve the consistency and accuracy of information used to measure agency performance:

- a. **GSA Monitoring Methods.** No later than thirty (30) days following the release of this Memorandum, GSA will provide the draft monitoring and reporting methods and the draft templates agencies will use to report on the requirements of this Memorandum, to the agencies for review and comment. Agencies will have fifteen (15) days to provide comment and GSA will finalize the methods and templates twenty (20) days after the fifteen (15) day comment period closes.
- b. **GSA Monitoring.** Within sixty (60) days of agencies submitting their final FRPP data, GSA will analyze the data submissions and agency Occupancy Agreement data maintained by GSA to measure compliance with this policy. GSA will define and perform data integrity tests on agency-submitted FRPP and Occupancy Agreement data that will help ensure the information is valid and reliable.
- c. **GSA Reporting.** Within sixty (60) days of agencies submitting their final FRPP data, GSA will transmit a report to OMB that provides each agency's: (i) office and warehouse square footage, reduction from the previous reporting year, and an assessment of whether agency targets have been met; (ii) the number of buildings disposed, including total square footage, and an assessment of whether corresponding agency targets have been met; (iii) the office and warehouse square footage compared to the Freeze the Footprint baseline; and (iv) an assessment of the adequacy of agency compliance with Section II.1(f)(i) through Section II.1(f)(ii) of this Memorandum based on its most recent report.
- d. **OMB Review.** OMB will review each agency's Plan prior to the spring meeting between the OMB and the agency.

5. Transparency.

On an annual, calendar year basis, and after consultation with GSA and the agencies, OMB will update Performance.gov with information on each agency's office and

warehouse reduction targets and annual reduction achieved, disposal targets and actual disposal achieved, and total office and warehouse square footage relative to each agency's baseline.

Glossary of Terms.

Co-location. For the purposes of this Memorandum, a co-location is the merging of two or more components, offices, bureaus or divisions from two or more agencies, where one agency consolidates its components, offices, bureaus or divisions into the host agency's space.

Consolidation. For the purposes of this Memorandum, a consolidation is combining one or more components, offices, bureaus or divisions, of the same agency in an existing owned office or warehouse space, and disposing of the square footage in a leased facility.

Enhanced use leases (EULs) and outleases. For the purposes of this Memorandum, enhanced use leases and outleases are properties occupied by a non-government entity that remain titled to the Federal government.

Disposal. For the purposes of baseline calculation, a disposal is a sale, demolition, lease termination, public benefit conveyance, Federal transfer, or any other action that results in the removal of the asset from the inventory of the agency.

Domestic. Buildings located in the fifty United States, the District of Columbia, and the U.S. territories of American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Minor Outlying Islands, and the U.S. Virgin Islands.

Hoteling. For the purposes of this Memorandum, hoteling is an arrangement where employees use non-dedicated, non-permanent workspaces assigned for use by reservation on an as-needed basis.

New Acquisition. Space that an agency built, purchased, or leased (directly or through a GSA occupancy agreement) in the most recently completed fiscal year.

Office Space (From FRPP Data Dictionary). Buildings primarily used for office space or military headquarters

Useable Square Feet – The definition provided the Building Owners and Managers Association's 2010 Floor Measurement Standard ANSI/BOMA Z65.1-2010. The total of occupant area and building amenity area on any floor level, and for the building.

Workstation. An office, cubicle, or open workspace where employees or contractors work, counted by individual seat.

Warehouse Space (From FRPP Data Dictionary). Buildings used for storage, such as

ammunition storage, covered sheds, and buildings primarily used for storage of vehicles or materials. Also included are underground or earth covered ammunition storage bunkers and magazines. This category excludes water reservoirs and petroleum, oil, and lubricants storage tanks which are storage structures.

Division	GSA Question/Correction/ Prepared xx/xx/2015; To Lessor xx/xx/2015	Lessor Response Prepared xx/xx/2015; To GSA xx/xx/2015	Resolution
Comments			
Input Project Info tab			
A&E Design Costs			
DIV 1			
DIV 2			
DIV 3			
DIV 6			
DIV 8			
DIV 9			
DIV 10			
DIV 12			
DIV 21			
DIV 22			
DIV 23			

DIV 26.1			
DIV 27			
DIV 28.1			
DIV 28.2			

**Confidential Information Agreement for
Contract No. _____**

I, _____, am an employee of _____ ("Contractor") or _____ ("Subcontractor" to the "Contractor"). Contractor has contracted with the General Services Administration (GSA), the "Customer", to perform duties in accordance with GSA Contract No. _____. I understand and acknowledge that, as a result of my employment with Contractor or Sub-Contractor, I may have access to certain confidential and personally identifiable information of the GSA, GSA's "Customer Client" agency, offerors on lease procurements, lessors and other broker contractors including, within specified parameters and as allowed by law, access to the GSA and GSA's Customer's Client's computer programs and software, processes, technical information, plans, specifications, files, directives, financial records, offers, offeror's personally identifiable information, awarded contracts and the tenants of the buildings. Confidential information shall not include information to the extent that: (i) it is or becomes publicly available through a source other than Contractor; (ii) it is required to be disclosed pursuant to law or regulation, government authority, duly authorized subpoena or court order; (iii) is approved for disclosure by prior written consent of the GSA; or (iv) information that the Contractor or Sub-Contractor subsequently learned from a third party that does not impose an obligation of confidentiality upon Contractor or Sub-Contractor and that either (a) does not reference or identify the GSA or GSA's Customer Client agency, offerors on lease procurements, lessors, and other broker contractors or any files or employees of the same; or (b) which references or identifies the GSA, or GSA's Customer Client agency, offerors on lease procurements, lessors, and other broker contractors, or any files or employees of the same, but which after reasonable inquiry cannot be determined to be Confidential Information covered by this Agreement.

I will not at any time, either during or after my employment with the Contractor or Sub-Contractor, use or disclose to others any confidential or personally identifiable information obtained as a result of the contract between Contractor and GSA or as the result of any access to GSA's computer system, GSA's Customer Client agency, offerors on lease procurements, lessors, and other broker contractors files, computers or personnel.

I acknowledge I have been assigned to or I am working on the Contract indicated above at the direction of GSA and that any product of my work is intended to be privileged and confidential work product. I am aware that unauthorized disclosure of information could damage the integrity of this Contract, Task Order, or project(s), as well as other Governmental interests and that the transmission or revelation of such information to unauthorized persons could subject me to prosecution under applicable laws.

I agree that I will not divulge, publish, or reveal by work, conduct or any other means, such confidential or personally identifiable information or knowledge,

except as necessary to do so in the performance of my official duties related to this Contract, Task Order and Project and in accordance with the laws of the United States, unless specifically authorized in writing in each and every case by a duly authorized representative of the United States Government. I take this obligation freely, without any mental reservation or purpose of evasion and in the absence of duress.

Upon completion of the contract, Task Order, or project, I will safeguard and not disclose to any other customers, clients or parties, other than to GSA, or properly authorized personnel of GSA's Customer Client agency any and all research findings, documents or papers relating to GSA or GSA's Customer Client's business in my possession, under my control or accessible by me.

I recognize that if I breach this Confidential Information Agreement, harm may come to the Government, GSA and to GSA's Customer Client agency, offerors on lease procurements, lessors and other broker contractors, and that the remedy at law may be inadequate; therefore, I agree that the GSA is entitled to seek injunctive relief against any such actual or threatened breach, in addition to any other remedy provided by law.

I agree that this agreement (a) shall be binding upon my legal representatives, and assigns; and (b) shall be governed by the laws of the United States Government.

By: _____

Original Signature of Employee

Date Executed

Printed Name of Employee

Title of Employee

Exhibit 13

G-REX BROKER ACCESS PROCESSES

1) PROCESS FOR OBTAINING PASSWORDS

- a) Contractor must have a preliminary HSPD-12 security clearance from DHS
- b) The Center for Real Estate Brokerage Services informs PBS/CIO's office when a contractor has received a favorable entry for his/her preliminary background investigation
- c) Contractor must submit the following information to PBS
 - 1) Name
 - 2) Company Name
 - 3) Work email address
 - 4) Work address
 - 5) Work telephone number
 - 6) Fax number
- d) The G-REX team requests confirmation of approval on the preliminary investigation from the System IT Security team.
- e) If Contractor Status is favorable, the CIO's office sets up the user with extranet access and G-REX access.
- f) The G-REX Administrator assigns the G-REX Broker Role to the Contractor. The request is assigned to the Helpdesk.
- g) The CIO's Helpdesk emails the Broker their username with a comment to phone the helpdesk number for user password and information about accessing the extranet G-REX application.

2) TASK ORDER Assignment in G-REX

- a) Contractor receives password to G-REX
- b) The Center for Real Estate Brokerage Services notifies Regional Program Officials via weekly updates
- c) Password protected List posted on GLS website
- d) Contractor uploads COIs in G-REX
- e) RCO/OO confirms contacts with Zonal Project Manager
- f) RCO/OO gives Contractor access in G-REX by task order
 - 1) Primary
 - 2) Secondary
- g) RCO/OO notifies Contractor, COR & RPM by e-mail that broker has been assigned to G-REX project.