SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7	RATING	PAGE	OF PAGES
	N/A	1	98

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
[redacted]	GS-00-P-15-BQ-D-7002	☐ SEALED BID (IFB ☒ NEGOTIATED (RFP	04/20/2015	[redacted]

7. ISSUED BY CODE PR

GSA / PBS - Office of Leasing
1800 F Street NW, Suite 5230, Washington DC 20405

8. ADDRESS OFFER TO *(If other than item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 17:00 *(Hour)* local time 06/04/2015 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214 7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Danny Killian	817	9780250		danny.killian@gsa.gov

11. TABLE OF CONTENTS

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x	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTAC .	
x	C	DESCRIPTION/SPECS./WORK STATEMENT		x	J	LIST OF ATTAC MENTS	
x	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
x	E	INSPECTION AND ACCEPTANCE		x	K	REPRESENTATIONS, CERTIFICATIONS AND OT ER STATEMENTS OF OFFERORS	
x	F	DELIVERIES OR PERFORMANCE					
x	G	CONTRACT ADMINISTRATION DATA		x	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
x	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFF R *(Must be fully complete by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.2 2 8)*	10 CALENDAR DAYS (%	20 CALENDAR DAYS (%	30 CALENDAR DAYS (%	CALENDAR DAYS(%
	N/A	N/A	N/A	N/A

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	4/20/2015	003	5/14/2015
	002	4/27/2015	004	5/27/2015

15A. NAME AND ADDRESS OF OFFER OR CODE _____ FACILITY _____

[redacted]

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

[redacted]

15B. TELEPHONE NUMBER			15C. C ECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUC ADDRESS IN SC EDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐	[redacted]	6/4/2015
[redacted]					

AWAR *(To be complete by Gov rnm nt)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
Offeror's Offer	Commission Rates	Please see attached

22. AUTHORITY FOR USING OTHER T AN FULL OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ☐ 41 U.S.C. 33 4(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY CODE BCF
FINANCIAL SERVICES DIVISION
P.O. BOX 17181
FORT WORTH , TX 76102-0181

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Danny Killian

27. UNITED STATES OF AMERICA
[redacted]
(Signature of Contracting Officer)

28. AWARD DATE
9-30-15

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STAN ARD FORM 33 (REV. 6 2014
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

SF33 List of Accounting Strings

Accounting String	Allocation
[redacted]	[redacted]

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	GSA Leasing Support (GLS) IDIQ Services, [redacted] Service Area, Zone [redacted] This is an Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award contract, with a one year base period and four one-year option periods. The contract is to support GSA's Public Buildings Service (PBS) Office of Leasing with the acquisition of leasehold interests and related real estate services for GSA's Federal tenants in the [redacted] Service Area (Zone [redacted]) per Exhibit 1, Geographic Zonal Map. All work under the contracts will be performed pursuant to individual task orders at no costs to the government. The commission rates a contractor is to receive as a result of a leasing action shall not exceed their proposed rates on their pricing worksheet unless they earn the Best Value Commission. Attached is the contractor's pricing worksheet dated [redacted] 2015 with the standard commission rates and Sections B-J of Solicitation No. GS-00-P-15-BQ-D-7002 Amendment 4 dated May 27, 2015. These are hereby incorporated into this contract. The following documents are hereby incorporated by reference into this contract: Solicitation No. GS-00-P-15-BQ-D-7002 dated April 20, 2015 Amendment 1 dated April 20, 2015 Amendment 2 dated April	1	EA	$[redacted]	$[redacted]

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	27, 2015 Amendment 3 dated May 14, 2015 Amendment 4 dated May 27, 2015 [redacted] Subcontracting Plan dated [redacted], 2015 MINIMUM: The government will issue task orders for the services specified in the contract, at the minimum quantity as follows: [redacted] Service Area (Zone [redacted]): [redacted] Task Orders per each contractor (total estimated commission of $[redacted] or an estimated $[redacted] per task order). There are no minimums quantities for other than the Base Period. Award of these contracts will not preclude the Government from awarding additional contracts for similar services in the future in the event GSA determines additional contracts are in the best interest of the Government.				
0002	Option 1 Period of Performance Line Item for this Option Period will be effective if Option is exercised. The commission rates a contractor is to receive as a result of a leasing action shall not exceed their proposed rates on their pricing worksheet for this Option unless they earn the Best Value Commission.	1	EA	$0.00	$0.00
0003	Option 2 Period of Performance Line Item for this Option Period will be effective if Option is exercised. The commission rates a contractor is to receive as a result of a leasing action shall not exceed their proposed	1	EA	$0.00	$0.00

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	rates on their pricing worksheet for this Option unless they earn the Best Value Commission.				
0004	Option 3 Period of Performance Line Item for this Option Period will be effective if Option is exercised. The commission rates a contractor is to receive as a result of a leasing action shall not exceed their proposed rates on their pricing worksheet for this Option unless they earn the Best Value Commission.	1	EA	$0.00	$0.00
0005	Option 4 Period of Performance Line Item for this Option Period will be effective if Option is exercised. The commission rates a contractor is to receive as a result of a leasing action shall not exceed their proposed rates on their pricing worksheet for this Option unless they earn the Best Value Commission.	1	EA	$0.00	$0.00

[redacted]

Pricing Worksheet - Base Year

[[redacted] SERVICE AREA]

LINE ITEMS	PROPOSED STANDARD COMMISSION (%)
MODULE 1	[redacted]%
MODULE 2	[redacted]%
MODULE 3	[redacted]%
MODULE 4	[redacted]%
MODULE 5	[redacted]%
MODULE 6	[redacted]%

[redacted]

[redacted]

Pricing Worksheet - Option Year One

[[redacted] SERVICE AREA]

LINE ITEMS	PROPOSED STANDARD COMMISSION (%)
MODULE 1	[redacted]%
MODULE 2	[redacted]%
MODULE 3	[redacted]%
MODULE 4	[redacted]%
MODULE 5	[redacted]%
MODULE 6	[redacted]%

[redacted]

[redacted]

Pricing Worksheet - Option Year Two

[[redacted] SERVICE AREA]

LINE ITEMS	PROPOSED STANDARD COMMISSION (%)
MODULE 1	[redacted]%
MODULE 2	[redacted]%
MODULE 3	[redacted]%
MODULE 4	[redacted]%
MODULE 5	[redacted]%
MODULE 6	[redacted]%

[redacted]

[redacted]

Pricing Worksheet - Option Year Three

[[redacted] SERVICE AREA]

LINE ITEMS	PROPOSED STANDARD COMMISSION (%)
MODULE 1	[redacted]%
MODULE 2	[redacted]%
MODULE 3	[redacted]%
MODULE 4	[redacted]%
MODULE 5	[redacted]%
MODULE 6	[redacted]%

[redacted]

[redacted]

Pricing Worksheet - Option Year Four

[[redacted] SERVICE AREA]

LINE ITEMS	PROPOSED STANDARD COMMISSION (%)
MODULE 1	[redacted]%
MODULE 2	[redacted]%
MODULE 3	[redacted]%
MODULE 4	[redacted]%
MODULE 5	[redacted]%
MODULE 6	[redacted]%

[redacted]

SECTIONS B-J

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GSA Leasing Support Services
Section B
SERVICES AND PRICES

B.1. SERVICES

This is a Request for Proposals (RFP) for leasing support services contracts. The contracts are to support GSA's Public Buildings Service (PBS) Office of Leasing. These contracts will support the acquisition of leasehold interests and related real estate services for GSA's Federal tenants in four geographic zones (which include the eleven PBS Regions) as listed in **Exhibit 1**. GSA intends to make award of approximately nine commission based, indefinite delivery, indefinite quantity (IDIQ) contracts, with a one year base period and four one-year option periods. Each contract will provide coverage for the particular zone in which it was awarded. GSA intends to award up to two contracts in each of the following zones: Northern Service Area, Southern Service Area, and Western Service Area. GSA intends to award three contracts in the National Capital Service Area.

Award of these contracts will not preclude the Government from awarding additional contracts for similar services in the future in the event GSA determines additional contracts are in the best interest of the Government.

Definitions of key terms in this RFP are in Section C.

Prior to performance of any contract services, a task order will be awarded in accordance with the ordering procedures stated in Section F. Contractors shall accept only written task orders issued on a GSA Form 300 by an authorized Ordering Official, except for duly authorized emergencies. A verbal task order can only be issued in emergency situations by the Zonal/Regional Contracting Officer (RCO) after approval from the National Contracting Officer (NCO), which will then be followed by a written email confirmation of the order. For example, in the case of emergency requirements with FEMA, the RCO, with approval from the NCO, will issue an order to the Contractor, which will then be followed by an email confirmation of the order. The roles and authorities of Government personnel are stated in Section G.

Contractors must comply with personnel qualification requirements including certification, experience, conflict of interest, nondisclosure, and clearances, stated in Section H.

Technical proposals shall be submitted in accordance with instructions in Section L and will be evaluated in accordance with the methodology stated in Section M.

Performance of contract services requires expertise in both commercial real estate practices and Federal procurement regulations as related to Federal lease acquisition. Federal lease acquisitions are required to be performed in compliance with Federal lease acquisition regulations, Federal lease law, applicable Executive Orders, and other procurement regulations, policy directives and processes listed in **Exhibit 2** or referenced in this RFP. Information related to a Federal acquisition is protected by the Federal Procurement Integrity Act and disclosure to other than authorized parties is prohibited as outlined in Section H.5.D.8.

All decisions regarding a lease acquisition made on behalf of the Government are reserved for the Lease Contracting Officer (LCO) who in most cases serves a dual role as the LCO for the lease and the Contracting Officer's Representative (COR) for a task order awarded under the

contract for the lease acquisition. The Contractor is prohibited from performing any Inherently Governmental functions listed in FAR Part 7.5.

The Contractor is responsible for providing all deliverables and services in a timely and professional manner. Multiple task orders may run concurrently, so the Contractor must have the capacity to supply sufficient staff and resources to successfully complete services and meet required delivery dates.

This is a "non-personal services contract" as defined in FAR 37.101. It is therefore understood and agreed that the Contractor and/or Contractor employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, and/or financial requirements or constraints attendant to the performance of the contract; (3) shall be free from supervision or control by any Government employee, but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Lease Contracting Officer or the duly authorized representative of the Lease Contracting Officer as necessary to ensure accomplishment of contract objectives.

Websites referenced in the RFP are to provide Contractors access to forms, sample documents, and statutes, executive orders, and regulations that govern Federal lease acquisition. As necessary, during the term of the contract, the Contracting Officer or a designated representative may provide updated web addresses. Forms and other samples are for information only and do not relieve the Contractor from responsibility for ensuring all work performed is in accordance with the required statutes, executive orders, regulations, or other requirements of the contract.

By accepting award, the Contractor agrees to follow any new procedures or processes adopted and implemented by the Government to improve the lease acquisition process during the term of the contract at no cost to the Government. These changes in procedures and processes may be a result of changes in regulation or policy. The Government will provide access to governmental software if required for the Contractor to implement new procedures. The Government may provide guidance or training on new procedures during the term of the contract.

The Government may also implement non-traditional and innovative procurement methods and techniques. If it is determined to be in the best interest of the Government to employ new methods or techniques for lease procurements, a Contractor accepting award of a leasing support service contract agrees to conduct new lease acquisitions utilizing the new methods at no additional cost to the Government. In the event new procedures are implemented, guidance will be provided to the Contractors by the Government.

A unilateral modification to the contract will be issued, if needed, to provide a within scope of work change for any changed procedures. There will be no change in the compensation arrangement under the contract for the implementation of such changes.

B.2. FY 2015 SMALL BUSINESS GOALS

The Office of Small Business Utilization (OSBU) is responsible for negotiating GSA's annual Small Business Program goals with the U.S. Small Business Administration to ensure that small businesses have the maximum practicable opportunity to provide goods and services to the Federal Government.

OSBU is responsible for negotiating annual Small Business Program goals with the U.S. Small Business Administration (SBA). Below are GSA's final FY 2015 agency-wide prime contract and subcontract goals approved by SBA:

PRIME CONTRACTS

GOALING CATEGORY	GOAL
Small Business	32.00%
Small Disadvantaged Business (SDB)	5.00%
Women-owned Small Business	5.00%
HUBZone Small Business	3.00%
Service Disabled Veteran owned Small Business	3.00%

SUBCONTRACTS

GOALING CATEGORY	GOAL
Small Business	29.00%
Small Disadvantaged Business (SDB)	5.00%
Women-owned Small Business	5.00%
HUBZone Small Business	3.00%
Service-Disabled Veteran owned Small Business	3.00%

For more information regarding the above FY 2015 Small Business Goals, please contact the **Office of Small Business Utilization** at (855) 672-8472. Offerors who are other than small businesses are required to submit a subcontracting plan in support of GSA's Small Business Subcontracting goals and programs. The subcontracting plan is required to be submitted with initial proposals as outlined in Section L.6.4.

B.3. PRICES

B.3.1. General

There may be substantial changes to the terms and conditions of the contract from previous contracts awarded by GSA for similar services. Offerors, especially, previous GSA real estate service Contractors are cautioned to note the changes in this solicitation and not rely on knowledge of previous contracts when preparing proposals.

Contractors will be compensated by collecting real estate commissions paid by the building owner. The Government will not make any direct payment or reimbursement to a Contractor for contract services including, but not limited to, any expense associated with the performance of the services, such as travel. Under the terms and conditions of the contract and in accordance with industry practice, a Contractor has the opportunity to obtain a substantial monetary benefit by collecting a market rate real estate commission paid by a building owner. The commission negotiated for a lease acquisition performed by a Contractor under the contract will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. GSA leases typically have a firm term of five (5) years with an average term of seven (7) years; however, they may be longer or shorter.

Contractors will receive a portion of the commission they negotiate with Lessors/Building Owners. Contractors will propose the total portion of the commission percentage they wish to receive, based on the total estimated commission available for the particular Module and Contract Year. Any remaining commission percentage will be credited to the shell rent in the lease transactions (Commission Credit). Contractors will be required to negotiate a market rate commission with the offerors in the lease procurement. Contractors will have an opportunity to earn a greater percentage of the commission they propose, a Best Value Commission, as described in Section C. Offerors in the lease procurement will be instructed in the RLP that a market rate commission is expected and must be paid wherever they are represented by a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative.

Contractors should assume that in some cases where an offeror in a lease procurement is not paying a commission to their own representative, there could be no commission available to compensate our Contractor. GSA will make every effort to only issue Task Orders for requirements when it has been determined that a market commission should be available. In the event that the Contractor becomes aware that no commission is available the Contractor will notify GSA at its first opportunity. GSA, while not liable for services performed up to the date of notification, will, after notification, no longer require the Contractor to continue services on that task order.

The following are tasks where a Contractor has an opportunity to collect a Commission: Module 1- Deluxe Acquisition Services; Module 2 - Programming and Acquisition Services; Module 3 - Occupancy Services; Module 4 - Lease Acquisition; Module 5 - Limited Value Leases; and Module 6 - Extensions as further described in Section C of this RFP. Price proposals shall be submitted electronically on the Pricing Worksheet (Attachment 1). Complete instructions for submitting the price proposal are in Section L and the complete price evaluation method is stated in Section M. To be considered for award a Contractor's price proposal must state a maximum percentage of the Standard Commission in each category on the pricing worksheet that they propose as their compensation fee (Commission). There are four (4) pricing worksheets included in Attachment 1, one for each Zone contractors

wish to be considered for. Contractors will not be evaluated for Zones in which they do not submit pricing.

GSA's updated lease inventory can be found at:
http://www.gsa.gov/portal/content/101840.

GSA estimates that it will utilize these services for 51 percent of its high and moderate value lease acquisition workload during the life of the contract. In addition to ordering lease acquisition services for expiring leases, GSA may order services for new requirements, extensions, and to replace an existing lease prior to its normal expiration. For price evaluation purposes, the estimated annual commissions per Zone were based on a five percent reduction of existing square footage, existing average annual rates, and seven-year firm terms. An estimated commission percentage of three percent was used to compute the potential commissions (revenues) available to a contractor for the purpose of price evaluation. Less than five percent of signed leases under the current contract resulted in no commission paid to our contractors. The estimated value of the lease inventory and the estimated commissions are considered by the Government to be conservative estimates. Due to the changing nature of client agency requirements this is the Government's best estimate of possible future workload. For planning purposes after award, GSA will provide awardees a listing of projected expiring leases for which tasks orders may be issued on an annual basis. Projected workload data is for informational purposes only and does not constitute a guarantee. The Government reserves the right to delete or add to the listing.

The Contractor should expect to participate in a minimum of three (3) planning meetings, a separate preparation of presentations meeting, zonal training sessions for their awarded zone(s), and several follow up smaller training sessions. In addition, the Contractor will be expected to participate in meetings with GSA and its customer agencies to explain the benefits of the contracts to them. These services will not be reimbursed by the Government and may or may not require in person meetings/participation.

NOTE: Estimated annual commissions provided by the Government in the Pricing Worksheet are for evaluation purposes only and not a firm commitment. Fair Opportunity Procedures under Ordering Procedures in Section F will be followed.

B.3.2. Minimum/Maximum Quantities

As referred to in paragraph (b) of FAR clause 52.216-22, Indefinite Quantity of this contract the contract minimum and maximum quantities are as follows:

A. MINIMUM: The government will issue task orders for the services specified in the contract, at the minimum quantity in the following Zones:

Northern Service Area (Zone 1): 18 Task Orders per each contractor (total estimated commission of $45,000.00 or an estimated $2,500.00 per task order).

Southern Service Area (Zone 2): 16 Task Orders per each contractor (total estimated commission of $40,000.00 or an estimated $2,500.00 per task order).

Western Service Area (Zone 3): 14 Task Orders per each contractor (total estimated commission of $35,000.00 or an estimated $2,500.00 per task order).

National Capital Service Area (Zone 4): 6 Task Orders per each contractor (total estimated commission of $15,000.00 or an estimated $2,500.00 per task order).

There are no minimums quantities for other than the Base Period. This contract uses no appropriated funds. Funding information for the minimum quantity is provided for administrative purposes only. No payments will be made under this contract.

B. MAXIMUM: The Government may place task orders for the services specified in the Contract, provided these task orders do not exceed the maximum amount plus (10 percent) of the Best Estimated Quantity for the respective Zones (Exhibit :

Northern Service Area (Zone 1): 524 Task Orders, or $64,000,000.00 inclusive of all contracts and all options

Southern Service Area (Zone 2): 529 Task Orders, or $62,000,000.00 inclusive of all contracts and all options

Western Service Area (Zone 3): 338 Task Orders, or $50,000,000.00 inclusive of all contracts and all options

National Capital Service Area (Zone 4): 162 Task Orders, or $100,000,000.00 inclusive of all contracts and all options

GLS Leasing Support Services
Section C
STATEMENT OF WORK AND QUALITY CONTROL REQUIREMENTS

C.1. INTRODUCTION

GSA provides workspace for more than one million Federal workers through the Public Buildings Service (PBS). Whenever possible, GSA satisfies tenant agency needs in existing GSA-controlled owned or leased space. When suitable space is not available within the existing inventory, GSA acquires space in privately owned buildings. PBS leases various types of space, including office space, laboratories, clinics, border stations, warehouses, and courthouses in both urban and rural areas throughout the United States, the District of Columbia, and the U.S. Territories listed in **Exhibit 1**. Federal laws and regulations require the Government to procure leased space utilizing competitive procedures, unless otherwise justified. Lease acquisitions are usually started 18 to 36 months prior to the expiration date of an existing lease or the anticipated move in date of a new lease.

The National Office of Leasing is the PBS entity responsible for acquisition and administration of leasehold interests. One of the goals of the national contracts is to provide consistency in policies and procedures for PBS lease acquisition services nationwide. GSA lease acquisitions follow the procedures stated in the General Services Acquisition Manual (GSAM), ~~Federal Management Regulations (FMR)~~ Federal Acquisition Regulations (FAR), Executive Orders, and GSA policies and procedures (See **Exhibit 2**). A decision by the Government Accountability Office (GAO) allows contractors to collect the real estate commission paid by the building owner in lieu of direct payment by GSA for services performed under this Contract.

Unless otherwise noted, the Contractor shall perform designated leasing duties as in this scope of work and as further described in the Leasing Desk Guide (LDG), chapters and appendices as revised and/or amended that are not inherently governmental functions. The Contractor shall comply with the terms of this scope of work and the LDG. Various sections of the LDG are identified in this scope of work for ease of reference for the Contractor. This scope of work is not all inclusive and the Contractor will have to rely on the LDG in its entirety, excluding inherently governmental functions.

GSA breaks leases down into high, moderate, and limited value based on the type, size, and location of the lease. GSA Leasing Support Services (GLS) intends to leverage our broker partners with regard to the “high to moderate” value leases because of the contractor’s market knowledge and impact in larger cities. GLS also allows for the flexibility to use the contracts for limited value leases to assist regions, if needed, with resource capacity and workload management. These leases tend to be in remote locations and costly for brokers. GSA classifies its high, moderate, and limited value leases as follows:

Value Tier	Type of Lease	MSA Rank	Lease Size (ABOA)
High Value	New	1-100	2,000+ ABOA
Moderate Value	New	1-100	<2,000 ABOA
	New	100+	10,000+ ABOA
	Succeeding	1-100	5,000+ ABOA
Limited Value	New	100+	<10,000 ABOA
	Succeeding	1-100	<5,000 ABOA
	Succeeding	100+	All
	Ext/Hold	All	All

Note1: "New" Type of Lease in the table above refers to new or replacing leases. **New or replacing leases** are defined as leases with new terms and conditions and new lease contract numbers, applicable for either a new requirement or to replace an existing expiring lease.

Note 2: Metropolitan Statistical Area (MSA) – means the formal definition of metropolitan statistical areas established by the Office of Management and Budget, a division of the U.S. Government. MSAs serve to group counties and cities into specific geographic areas for the purposes of a population census and the compilation of related statistical data. Rank of 1 - 100 are the top 100 MSAs, whereas rank of 100+ are MSAs ranked 101 or higher.

Note 3: Lease size SF in the chart above references ANSI/BOMA Office Area square feet (ABOA).

The intention of this scope of work is to make award to up to two contractors per zone with the exception of the National Capital Service Area, Zone 4, which will have up to three contractors.

The four zones are shown in **Exhibit 1**.

C.2. SCOPE OF WORK OVERVIEW

A. Contractors shall perform all lease acquisition services for Modules 1–6, as described in C.4.2, and Strategic Partnership, as described in C.4.4, in the respective zones in which the contractors are awarded a contract.

B. In addition to the lease acquisition services the Contractor shall provide necessary documentation and assistance to the Government on disputes, protests, claims, and appeals related to services that they are performing or have performed. In the event the Government receives a congressional inquiry, a Freedom of Information Act (FOIA) request, subpoena or other similar inquiry, demand or request for information the Contractor will cooperate with the Government as necessary.

C. The Contractor shall attend up to two national performance review meetings a year with the National Program Manager (NPM), National Contracting Officer's Representative (NCOR), National Contracting Officer (NCO), and other Government representatives. Meetings may be held virtually or in-person. Travel costs shall be at the Contractor's expense.

D. The Contractor shall attend up to two regional performance review meetings a year, at least one of which will be in-person in each of the regions serviced, separate from the national meetings. Travel costs shall be at the Contractor's expense.

E. The Contractor's key personnel are required to attend initial training for the implementation of this contract. The Contractors are required to travel to the specific zone for which they received the award to attend the initial training. The location of the training in each zone will be provided after award. In addition, the Contractor is expected to attend any national follow-on training as determined by the NPM. This training may be held in-person or virtually utilizing the most current technology. If travel is required, it shall be at the Contractor's expense.

C.2.1. Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105 Privacy, all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers must comply with the following GSA policies. These policies can be found at http://www.gsa.gov/directives or https://insite.gsa.gov/directives.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy

11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

C.3. DEFINITIONS AND TERMINOLOGIES

The definitions and terminologies for this scope of work and for task orders issued against the subsequent contracts are provided in the Leasing Desk Guide, Appendix A: Glossary of Terminology and also below. For clarification of any terms which are not included below or in the Leasing Desk Guide Appendix A, contact the National Contracting Officer (NCO) specified in Section G.

Aggregate Lease Value

The full service rent to be paid by the Tenant for the initial firm term of the Lease. The firm Term and application of broker commissions are defined in the Request for Lease Proposal (RLP). The Aggregate Lease Value shall include:

(i) the initial full service rent 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.

The Aggregate Lease Value shall not include:

(i) any rental abatement provided to the Tenant pursuant to the Lease other than the Commission Credit,

(ii) any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,

(iii) any additional amounts paid by the Tenant for services over and above those furnished by Lessor as a part of the Lease, and

(iv) lump sum payments to buy down the rent to pay for the agencies portion of tenant improvements

Note: If a module is selected that does not require post award services, the Tenant Improvement Allowance shall be subtracted from the Aggregate Lease Value prior to Lease Award in the calculation of the Contractor's commission. The difference will be added to the Government's Commission Credit.

Approval

When the Government has reviewed submittals, deliverables, or administrative documents, has determined the services or submissions conform to contract requirements, and has communicated final acceptance to the Contractor.

Best Value Commission

The performance incentive that may be awarded to the contractor in the form of a 10 percent increase in the commission earned on an individual task order where the Contractor has received a Level 4 (Very Good) or better performance rating in all rating criteria for the previous rating period and has achieved one of the following:

a. Where a Bullseye Target is identified (a final rental rate at lease award below the Bullseye target); or
b. Where no Bullseye Target is identified (a final rental rate at lease award below the rental mid-point documented and approved in the Negotiation Objectives)

Bullseye (Exhibit 4)

An in-house market research report tailored for a specific GSA lease transaction. A national team is dedicated to completing market research reports for all qualifying lease transactions (leases within the Reis market) being completed in the regions. Bullseye reports are managed through the GSA Real Estate Exchange (G-REX) system. GSA will gather available market data from CoStar, CBRE-Economic Advisors, and Reis to establish the Bullseye target. That data will be compiled into a condensed report with market information, analysis, and insight regarding the local submarket that contains the delineated area for the procurement. This report must be utilized where available by the Lease Contracting Officer / Leasing Specialist / Contractor as a tool to make informed leasing decisions on behalf of the U.S. Government and can provide the necessary backup documentation to aid leasing personnel in their negotiations with Offerors.

Bullseye Target

The full service rental rate to be used as the year one base rent for comparison to the present value analysis. This rate is established by the GSA Center for Strategic Analysis based on representative market comparable rent rate data obtained from market research firms.

Commission

The percentage of the Aggregate Lease Value that the contractor will receive as compensation. In markets where it is common practice to calculate commission as a rate per square foot or fixed amount, commission shall be converted as a percentage of the Aggregate Lease Value. The contractor's commission is paid to the contractor by the lessor in accordance with the terms of the lease and this contract. The commission will either be the contractor's standard commission or the standard commission plus the best value commission.

Commission Agreement

The written agreement between the lessor and the contractor outlining the agreed upon commission and terms.

Commission Credit

The portion of the commission that is returned to the Government, reflected as reduction in the shell rent, as specified in the lease contract.

Contract and Contractor

“Contract” means this National multiple award IDIQ GLS contract and "Contractor" means the party who has entered into this contract with the Government.

Day

In this contract, unless explicitly indicated otherwise, day refers to Federal working days (Monday through Friday, excluding Federal holidays).

Final Lease Amendment (LA) for Task Order Completion

For purposes of this contract, the Final LA is defined as the last LA required for completion of a task order under this contract. It must clearly state, at a minimum, the final rental rate expressed in a dollar per rentable square foot, the total annual rent, the total Tenant Improvement (TI) dollar amount amortized in the lease, the commission rate expressed as a percentage of annual rent, the total commission dollars to be paid to the Contractor, the total commission credit to be credited to the Government, the rent and lease commencement date, and any other negotiated terms of the lease.

Government Personnel

National Contracting Officer (NCO), National Program Manager (NPM), Zonal/Regional Contracting Officer (RCO), Zonal/Regional Program Manager (RPM), Ordering Official (OO), and Contracting Officer’s Representative (COR). Section G describes the roles and responsibilities of Government personnel.

gPM
A model that draws on the skills of a multi-disciplinary team led by a Project Manager (PM) through the entire project life cycle including initiation, planning, execution, controlling, and close-out. This model encourages employees to think about and relate to projects in a more holistic and sophisticated way—to define and understand a customer’s needs and requirements before they react.

G-REX

An acronym for GSA Real Estate Exchange. G-REX is a mission critical system that requires a Leasing Specialist / Lease Contracting Officer / Contractor to perform essential lease procurement tasks to award a lease as well as perform post occupancy services consistent with National policy and guidance, alignment with gPM principles of project management/scheduling/task completion, and provides vital lease and productivity data collection for future lease process improvement.

High Value Leases

Leases that are above 2,000 square feet and in the top 100 MSA that brings the most value to GSA and our customer agencies. Value is measured by productivity, performance, and opportunities to better leverage commercial best practices when tasked to contractors due to contractor’s market knowledge in larger cities.

Inherently Governmental

The Contractor may not bind the U.S. Government or perform any functions that remain the responsibility of the Government as defined in FAR Part 7 Subpart 7.5—Inherently Governmental Functions. The following, non-exhaustive list highlights lease procurement specific tasks that are considered Inherently Governmental:

- Approving documents and/or signing on behalf of the Government, e.g. Equal Employment Office clearance requests, Tenant Improvement Notice to Proceed, COR Letter for Designated Agency Representative or Field Office, any correspondence on GSA letterhead
- CATEX Checklist
- Certification of Funds, BA53 Fund Certification
- Change Orders (order or issue without governmental approval)
- Compliance with Randolph Sheppard
- Consultation with GSA Legal, see C.4.1.10
- Debriefings/Protests and Resolution/Claims/Congressional Inquiries and Responding to requests/Freedom of Information Act (FOIA) requests, see C.2
    - Contractor will, when directed, provide input and support the GSA in drafting a response
- Determination that Costs (lease rental and/or Tenant Improvement) are Fair and Reasonable
    - Contractor will, when directed, provide a recommendation to the GSA
- Determination that Space is Substantially Complete
- Fire Protection and Life Safety Approval
- Independent Government Estimate (IGE) development
- Lease and Lease Amendment Execution
    - Signature on associated cover letters
- Occupancy Agreement, obtain signature
- Prospectus Submission/Approval
- Receipt and Approval of Reimbursable Work Authorizations (RWA)
- Request to GSA PMC for Utility Contract
- Scoring Analysis
- Seismic Approval
- Source Selection
    - Source Selection Plan (SSP) Approval
    - Serving as a voting member on a Source Selection Evaluation Board (SSEB)
- Small Business Subcontracting Plan Approval and Verification
- Approving and Redacting a Justification for Other Than Full and Open Competition (JOTFOC)
- Vacant Space Check

Lease Amendment (LA)

A document used to change or modify an existing lease to reflect any change to the lease terms. For example, the acquisition of additional space, changes to agreed upon tenant improvements, partial release of space, revision in terms or rental payments, payment of overtime services, change in ownership or payee, or any other action that changes the lease.

Leasing Desk Guide (LDG)

Authorities, policies, technical and procedural guides, and administrative limitations governing the acquisition by lease of real property. It replaces previous PBS leasing guides and incorporates other existing policies and procedures.

Limited Value Leases

Succeeding leases outside of the top 100 MSA or new or replacing leases consisting of less than 2,000 square feet outside of the top 100 MSA which brings the least value to GSA and our customer agencies. Value is measured by productivity, performance, and opportunities to better leverage commercial best practices when task to contractors due to the size of the leases in remote locations.

Moderate Value Lease

Succeeding leases above 2,000 square feet in the top 100 MSA, new or replacing leases above 10,000 square feet and outside of the top 100 MSA, and new or replacing leases consisting of less than 2,000 square feet in the top 100 MSA that bring the most value to GSA and our customer agencies. Value is measured by productivity, performance, and opportunities to better leverage commercial best practices when tasked to contractors due to contractor's market knowledge in larger cities or the size of the requirement.

Normal Regional Office Work Hours

The normal work hours of the Regional Offices in each time zone covered by the contract are from 8:00 a.m. to 4:30 p.m.

Request for Lease Proposal (RLP)

A document used to solicit offers for a lease acquisition. The RLP describes Government requirements and performance criteria against which a lessor is expected to perform and the evaluation criteria that the Government will use to evaluate Offers. As listed below, there are several different RLP's that may be used. The COR for a specific task order will determine the RLP for the lease acquisition.

(A) Simplified Lease Acquisition Threshold Lease (SLAT lease) (GSA form R101A/L201A)

A simplified RLP format that may be used for a lease acquisition under the Simplified Lease Acquisition Threshold, unless another format is required by the LCO.

(B) Standard Lease (R101C/L201C)

The RLP used for New or New/Replacing Leases and Succeeding leases with extensive TI Buildout. With this RLP each Offeror agrees to provide a Tenant Allowance established by GSA. The actual tenant improvement price is typically negotiated after lease award. The total TI allowance actually applied to the rent rate must be reduced by the TI included in the market rent rate.

(C) Streamlined Lease (R101B/L201B)

The RLP used for agencies who have a well developed Program of requirements and Scope of Work that will be issued with the RLP and the proposal will include TI pricing that will be negotiated for award. This process has not been fully developed and additional information will be provided as the LDG is updated.

(D) Succeeding/Superseding Lease (R102/L202)

The RLP used when the existing premises meets or substantially meets the tenant agency's on-going requirements so that only minimal, if any, alterations are necessary and it takes a turnkey approach to defining any new required improvements.

(E) Warehouse Lease (R101WH/L201WH)

The RLP used for space whose predominant use is for storage, distribution, or manufacturing—such as for equipment, repair parts, documents, furnishings, or any other of the innumerable things for which our client agencies require holding space. This lease can be used for any size or rental value of warehouse space.

Required Delivery Date (RDD)

The date specified in the task order schedule for completion of the task order.

Source Selection - Best Value Trade Off Method

When award is based on the evaluation of cost or price and other non-priced factor(s) to determine the best value to the Government. The best value concept provides the opportunity for a cost/technical tradeoff and does not require that award be made to the Offeror submitting the lowest cost or price or to the highest technically rated Offer, although the ultimate decision may be to select the lowest priced Offer or the highest technically rated Offer. The Source Selection Authority (SSA) has the authority to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an RLP.

Source Selection – Lowest Priced Technically Acceptable

When award is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. (See FAR 15.101-2)

C.4. REQUIREMENTS/SCOPE OF WORK DESCRIPTION

C.4.1. General

All services will be ordered by the Government with a written task order, GSA Form 300, signed by an authorized Ordering Official in accordance with the ordering procedures in Section F. It is the Government's intent to award a task order to a Contractor for acquisitions where a commission is expected. A verbal task order can only be issued in emergency situations by the RCO after approval by the NCO, which will then be followed by a written email confirmation of the order.

C.4.1.1. Contractor's Response Requirement to an Issued Task Order

The Contractor shall submit a Conflict of Interest and Non-Disclosure Statement **Exhibits 5A and 5B** to the Government within five (5) business days of receipt of a task order.

The Contractor shall expect to continue performance of the task order using dual agency notification (**Exhibit 5C**) requirements identified in the Request for Lease Proposal and in Section H herein unless otherwise directed by the Regional Contracting Officer (RCO). Task orders may be sent to the Contractor from the Government via electronic mail. The Contractor designated for the task order shall contact the COR to schedule the Project Orientation Meeting as outlined in section C.4.3.2.

C.4.1.2. Contractor Office Location and Response Times

The Contractor shall respond to calls and/or e-mails from Government personnel with a returned phone call and/or e-mail within 24 hours and within the normal business hours of the Region initiating the call. If the Contractor is out of the office he/she must notify the COR of the absence and indicate an alternate contact. This can be achieved via out of office message on voicemail and e-mail.

Contractors in the National Capital Service Area (Zone 4) shall have a minimum of one office located within the boundaries of Zone 4, due to the nature of workload and limited geographic area. National Capital Service Area (Zone 4) includes the District of Columbia; Montgomery and Prince George's Counties in Maryland; Arlington, Fairfax, Loudoun, and Prince William Counties in Virginia; and all cities within the boundaries of those counties. Designated personnel shall be available to meet with the National Capital Service Area, Zone 4 COR within a two-hour notification from the Government.

C.4.1.3. Contractor Personnel

Only qualified personnel who meet the training and other requirements stated in Section H shall be assigned by the Contractor to perform services under this Contract or any task order issued under this Contract. The Government shall review the resumes and training records of personnel assigned to a task order and the NCO may request the removal of personnel who do not perform satisfactorily or who have not submitted documents necessary to conduct business on the behalf of the Government. Requests to remove personnel from contract work will only be issued by the NCO.

C.4.1.4. Approvals

Roles of Government personnel are described in Section G, Contract Administration. Contractor personnel assigned to a task order shall obtain documentation of approval from the COR prior to proceeding with additional work on the task. Failure to do so may result in Contractor re-performance of the work at the Contractor's expense and a performance rating on the task order that might impact the Contractor being considered for future task orders.

C.4.1.5. Changes to a Task Order after Issuance of Task Order

1. After receipt of a task order, changes to any of the following require a modification to the task order:

a) Change in Module prior to Lease award;

b) Required Delivery Date (RDD) changes beyond sixty (60) calendar days;

c) Terminations for Convenience; or

d) Terminations for Default (This action can only be authorized by the NCO in conjunction with Legal).

2. Other changes, such as a change in COR, change in square foot, delineated area, term, tenant improvement allowance, or a schedule change that does not impact the RDD, ~~may~~ shall be accomplished via electronic notification from the RCO/Ordering Official (OO) for the task order.

C.4.1.6. Commission and Commission Credits

1. Negotiation Objectives

Within the negotiation objectives, the Contractor shall provide a market commission percentage rate or dollar amount as well as establish a range of market rents which will be used to establish the market midpoint. The figures shall be substantiated with supporting documentation from a third-party market research source. The COR will establish the midpoint market rental rate based on the submitted negotiation objectives from the broker. The Contractor shall submit the initial negotiation objectives to the COR four (4) days prior to the Project Orientation Meeting as defined in Sec (C.4.3.2). The Contractor is required to submit revised negotiation objectives for every project after the market survey is completed during the Lease Acquisition Task of each Module. The negotiation objectives must be approved by the COR, and signed by both parties. The negotiation objectives must be approved prior to issuing the Request for Lease Proposals (RLP) to offerors. Any dispute over the approval of negotiation objectives should immediately be escalated to the Regional Program Manager.

If the procurement is in a major market and qualifies for a Bullseye Report, the Bullseye Target provided by GSA will replace the midpoint of the contractor provided market range as the benchmark for measurement. The Bullseye Report is a procurement-specific market report created by pulling data from CoStar, Reis Inc.(Reis) and CBRE Econometric Advisors. The Bullseye Target will be the benchmark for measurement. Revised negotiation objectives are still required even if a Bullseye Report is provided.

2. Commission Credit

The Contractor is expected to negotiate a market commission with the offerors in the lease transaction. The Contractor shall forego the percentage of the commission in accordance with their respective awarded contract percentages as the Commission Credit. The Lessor will apply the Commission Credit as an offset to the shell rent in the Lease as outlined in Section G.

The Commission Credit based on the Standard Commission shall be applied to the shell rent and included in the lease acquisition Present Value Analysis (PVA) to determine the successful offeror. The portion of the Commission paid to the Contractor by the Lessor, shall not be included in the PVA calculation. The instructions for performing the PVA are outlined in the RLP. Commission Credits will be evaluated when evaluating offers. In the PVA, Commission Credits will be reflected as a reduction to the shell rent applied as a one-time lump sum rental deduction or if the rental credit exceeds the monthly shell rental amount the credit shall be applied in the shortest time period possible, in equal monthly amounts.

3. Commission Negotiations

The RLP/Lease package shall be sent out with a Commission Agreement letter. As part of the initial offer, the Offeror will provide the commission terms (percentage, payment schedule, and dollar amount) on GSA Forms 1364 and 1217. Once the initial offer has been received, the Contractor can commence negotiations on the commission amount, documenting this appropriately. Once finalized, the Contractor shall document the negotiated commission per the instructions below.

4. Documentation of Commission

The final negotiated Commission, including the appropriate percentage and dollar amount credited to the Government, shall be documented in the Lease or Lease Amendment in accordance with the specific format, prescribed in Section G and **Exhibit 6**, Commission Agreement. If there are any deviations (i.e. change to payment schedule, calculation of

Aggregate Lease Value) the contractor shall have the document reviewed by the Regional Program Manager prior to signature from both the offeror and contractor.

If any changes occur after Lease award that would affect the amount of the Commission and Commission Credit, such as a change in the aggregate value of the rent caused by a change in the TI amount (either up or down), those changes will be documented in the Final Lease Amendment (LA) under the task order. The Final LA must reflect the change (either up or down) in Commission and Commission Credit dollar value. This will have no effect on the Best Value Commission, if earned, assessed at Lease award.

While Aggregate Lease Value as defined should be the standard for negotiating commission on a lease award, there may be instances where market practices differ from this value to be used as a basis for the commission calculated on the deal. In these instances, the Commission and Commission Credit should be documented in the commission agreement and lease agreement as negotiated between the successful offeror and broker.

The Contractor is responsible for tracking and reporting all Commissions collected and those credited to the Government as required in Section G. Subcontractors must follow the same procedures as the Contractor, but shall report commissions to the Contractor for reporting to the Government.

5. Determination of Best Value Commission

The Best Value Commission represents an opportunity for the Contractor to receive additional commission payment of 10 percent for negotiating a lease rate that is below the cost of an estimated market lease on a net present value basis and receiving a performance rating of Level 4 (Very Good) or better in all rating criteria for the previous rating period. For projects with available Reis data, a GSA generated Bullseye Report will be provided to the contractor and is the document used to establish the cost of the benchmark market lease (for a list of markets covered by Reis and their corresponding Metropolitan Statistical Area rankings see **Exhibit 7**). If Reis data is not available, the benchmark market lease will be established by the COTR calculating a market midpoint from a market report provided by the contractor in lieu of a Bullseye Report. The market midpoint will be included in the Negotiation Objectives and will be established prior to RLP issuance and determined by the COR.

The Best Value Commission will only be applied to leases where the financial terms in the successful offer, including the Best Value Commission and corresponding Commission Credit, would result in a present value cost that is less than the present value cost of the estimated market lease (established through either a Bullseye Report or agreed to market midpoint). If the Contractor does not meet the established criteria to earn the Best Value Commission after assessment, the Contractor shall receive the Standard Commission.

6. Payment of Contractor’s Commission

If the contractor is not performing Post Award Services for a Module, Tenant Improvements should be excluded from the Aggregate Lease Value calculation used as a basis to calculate Commission and the resulting Commission Credit.

For Module 1, Deluxe Acquisition Services: 50 percent of Contractor’s Commission (including Best Value Commission) will be paid at Lease award and the remaining balance will be paid at occupancy.

For Module 2, Programming and Acquisition Services: 100 percent of Contractor’s Commission (including Best Value Commission) will be paid at Lease award.

For Module 3, Occupancy Services: 50 percent of Contractor's Commission (including Best Value Commission) will be paid at Lease award and the remaining balance will be paid at occupancy.

For Module 4, Lease Acquisition: 100 percent of Contractor's Commission (including Best Value Commission) will be paid at Lease award.

For Module 5, Limited Value Leases: If post award services are not included, 100 percent of the Contractor's Commission will be paid at Lease award. If post award services are included, 50 percent of the Contractor's Commission will be paid at Lease award and the remaining balance will be paid at occupancy..

For Module 6, Lease Extensions: the Contractor's Commission will be paid at execution of the extension Lease Amendment (LA).

C.4.1.7. Quality Standards

All services performed by the Contractor, including work performed by Subcontractors, shall meet the Quality Standards stated in Section C.7, C.8 and C.9.

C.4.1.8. Communications, Submissions

1. The Contractor must have email capability and use software designated for electronic submissions as stated in Section D, Markings.

2. Draft submissions for the Government's review shall be completed within GSA's G-REX (or other systems) as the NCO may direct to provide an electronic record of all elements of the transaction. Under rare circumstances, such as a natural disaster or other emergency, documents may be completed outside the G-REX system (or other systems) and later uploaded into the G-REX system (or other systems) for electronic storage. This may include documents, such as offers and correspondence from offerors and unsuccessful offers. Copies of all final documents shall be maintained in the Lease file as required by GSA Lease policy.

C.4.1.9. Disposition of Lease File Records

All records of the procurement are the property of the Government at all times. Once the task order is completed, all documents, including electronic records pertaining to the acquisition shall be turned over to the Government after project completion, but no later than 60 calendar days in accordance with section C.4.3.8. The documents shall be completed in accordance with the regional standards unless otherwise directed by the National Program Manager. There may be multiple regional standards in a given zone. For security reasons and procurement confidentiality, the Contractor shall not keep any Government acquisition records. If the Contractor is required to submit records to a State licensing authority or oversight entity in regard to an audit of commissions collected, the Contractor shall notify the NCO and the NCO will coordinate with GSA Legal Counsel concerning records or documentation that are releasable. The NCO will provide copies of releasable documentation to the Contractor or a written statement that identifies the reason the requested documentation may not be released. Under no circumstances is the Contractor to release any government documents to a third party without direct GSA approval.

C.4.2. DESCRIPTION OF MODULES

The services described below may include all or a combination of the following steps: 1) assisting the tenant agency with requirements development; 2) participating in a project orientation with the COR and the tenant agency; 3) developing and maintaining a project

schedule in G-REX or other systems; 4) advertising the requirement; 5) analyzing and surveying the market and preparing a market survey report; 6) if required, preparing a cost benefit analysis for the approval by the COR as described in GSAM Part 570.402-6 Cost - benefit analysis; 7) developing and issuing an RLP and any RLP amendments; 8) reviewing and evaluating Offers; 9) negotiating Offers; 10) preparing the Lease documents and any Lease amendments, obtaining required signatures; and 11) performing post award services as defined herein.

The Contractor shall conduct these tasks in accordance with applicable regulations and guidance upon the receipt of a written task order through Post Award Services (if required). The level of effort and the amount of travel required for each acquisition will vary dependent on the size and complexity of the transaction. Travel is required on most task orders and is at the contractor's expense.

The General Services Acquisition Manual (GSAM), Part 570, includes the GSA regulations applicable to GSA Lease acquisition. Lease acquisition procedures and regulations vary depending on the complexity of an acquisition. At points where the Government's review and approval is required, the Contractor shall obtain documentation of approval from the COR prior to proceeding with additional work on the task.

The Contractor is required to perform every function that has not been deemed Inherently Governmental as described in the LDG. The COR may elect to perform tasks in addition to those that have been deemed to be Inherently Governmental but must provide written notice to the Contractor of the intention to do so prior to the Project Orientation Meeting.

The following table illustrates the different tasks under this Contract as they relate to lease acquisition services which may include competitive and noncompetitive leases, lease extensions, and strategic planning. These services may require the completion of all or a combination the following: requirements development, lease acquisition, and post award services as indicated below.

MENU OF SERVICES

Module Type	Module Description/Target Project Types	Requirements Development *	Lease Acquisition **	Post Award Services ***	Extension ****
Module 1	Deluxe Acquisition Services: Requirements Development, Lease Acquisition, Post Award Services				
Module 2	Programming & Acquisition Services: Requirements Development & Lease Acquisition				
Module 3	Occupancy Services: Lease Acquisition & Post Award Services				
Module 4	Lease Acquisition: Lease Acquisition				
Module 5	Limited Value Leases (excluding Lease Extensions)	TBD at TO Issuance		TBD at TO Issuance	
Module 6	Lease Extension: Lease Extension (with an associated Task 1 - 5 or				

	NPM approval)				

** Green areas indicate the tasks associated with each module type.*

** Requirements Development includes services described in: C.4.3.1 Requirements Development.*

*** Lease Acquisition includes services described in: C.4.3.2 Project Orientation, C.4.3.3 Project Schedule, C.4.3.4 Market Survey and Report, C.4.3.5 Develop and Issue RLP and Amendments, C.4.3.6 Pre-Negotiation/ Negotiation Process, C.4.3.6.1 Pre-Negotiation, C.4.3.6.2 Negotiate Offers, C.4.3.7 Award Determination C.4.3.7.1 Reviewing Final Proposal Revisions (FPR's), C.4.3.7.2 Assemble Lease Contract Documents.*

**** Post Award Services include services described in: C.4.3.8 Post Award Services.*

***** Extension includes services described in: C.4.3.3 Project Schedule.*

C.4.2.1. Module 1 Deluxe Acquisition Services

This task is for High to Moderate Value leases. It includes competitive and noncompetitive lease acquisitions The Contractor is required to complete all of the following in partnership with the COR: Requirements Development, Lease Acquisition, and Post Award Services.

C.4.2.2. Module 2 Programming and Acquisition Services

This task is for High to Moderate Value leases. It includes competitive and noncompetitive lease acquisitions. The Contractor is required to complete all of the following in partnership with the COR: Requirements Development and Lease Acquisition.

C.4.2.3. Module 3 Occupancy Services

This task is for High to Moderate Value leases. It includes competitive and noncompetitive lease acquisitions. The Contractor is required to complete all of the following in partnership with the COR: Lease Acquisition and Post Award Services.

The Government will make available to the Contractor a completed and approved Tab 1 of the Lease File Checklist for the respective lease model from the leasing desk guide within G-REX or such other system upon task order award.

C.4.2.4. Module 4 Lease Acquisition

This task is for High to Moderate Value leases. It includes competitive and noncompetitive lease acquisitions. The Contractor is required to complete all of the following in partnership with the COR: Lease Acquisition.

The Government will make available to the Contractor a completed and approved Tab 1 of the Lease File Checklist for the respective lease model from the leasing desk guide within G-REX or such other system upon task order award.

C.4.2.5. Module 5 Limited Value Lease

This task is designed for Limited Value Lease Acquisitions as described in C.1., defined in C.3 (excluding lease extensions) and GSA Emergency leases as a result of a natural or manmade disaster where the Contractor can earn a commission. It includes competitive and

noncompetitive lease acquisitions.

This task may encompass Requirements Development, Lease Acquisition, and Post-Award Services. The task order, when issued, will specifically identify which services are required, however note that Lease Acquisition will always be a service required.

Unless Requirements Development are requested at issuance of the task order, the Government will make available to the Contractor a completed and approved Tab 1 of the Lease File Checklist for the respective lease model within G-REX (or other such systems) upon task order award.

C.4.2.6. Module 6 Lease Extensions

This Limited Value Lease module is for noncompetitive lease extensions needed as a follow on action to support a continued occupancy for an existing task order. If the term of the existing lease will expire prior to completion of the acquisition a Lease Extension is required. The Contractor shall comply with Chapter 7, Lease Extensions, of the Leasing Desk Guide. Under this scope of work, extensions may be tasked in association with an existing task order. Lease extensions may also be tasked separately, without an associated task order as deemed in the Government's best interest by the NPM.

Module 6: Lease Extensions shall be executed as follows:

1. Prior to task order award for an extension, the COR and Contractor will coordinate the term of the extension to match the scheduled occupancy date of the associated task order.

2. Upon receipt of task order award for an extension, the Contractor shall submit a Justification for Other Than Full and Open Competition (JOFOC) to the COR for approval and signature where required by GSAM 570.

3. The Contractor shall negotiate appropriately with the lessor, document the negotiations and provide to the COR for approval all applicable documents associated with the lease extension in accordance with regulations, policies, and statutes that may apply.

4. At conclusion of negotiations, the Contractor shall submit to the COR, at minimum, Price Negotiation Memorandum as a written record of discussions with the lessor, a draft LA for approval and a letter transmitting the LA to the lessor for approval and signature of the COR. Documentation is to include mathematical calculations supporting the final commission and rental rate. The format provided in Commission Language shall be used to specify the above information.

5. COR shall distribute one original fully executed LA to the COR, the lessor, and the tenant agency, and upload an electronic copy in G-REX (or other systems).

C.4.2.7. Additional Lease Acquisition Services for Succeeding and Superseding Leases

When performing either Module 1 Deluxe Acquisition Services or Module 2 Programming and Acquisition Service, when a noncompetitive lease acquisition will be pursued the Contractor shall comply with Chapter 5, Succeeding Lease, Superseding Lease, of the Leasing Desk Guide and complete the Succeeding/Superseding Lease Decision Tool .The Contractor shall prepare and submit to the COR for approval a cost-benefit analysis for either Succeeding or Superseding lease actions if required. If the cost-benefit analysis indicates the Government cannot expect to recover relocation and duplication costs through competition, the Contractor shall draft and submit to the COR for approval a sole source justification (JOTFOC) to negotiate

with the current lessor in accordance with regulations.

For Module 3 Occupancy Services and Task 4 Lease Acquisition when a noncompetitive lease acquisition will be pursued the COR will complete the JOTFOC, and cost-benefit analysis, if applicable, to negotiate with the current lessor in accordance with regulations prior to task order issuance.

For Module 5 Limited Value Lease when a noncompetitive lease acquisition will be pursued and Requirements Development are identified at task order issuance the Contractor shall prepare and submit to the COR for approval a cost-benefit analysis for either Succeeding or Superseding lease action. If the cost-benefit analysis indicates the Government cannot expect to recover relocation and duplication costs through competition, the Contractor shall draft and submit to the COR for approval a JOTFOC to negotiate with the current lessor in accordance with regulations.

For Module 5 Limited Value Leases when a noncompetitive lease acquisition will be pursued and Requirements Development are not identified at task order issuance the COR will complete the cost-benefit analysis and JOTFOC to negotiate with the current lessor in accordance with regulations prior to task order issuance.

C.4.3. DESCRIPTION OF TASKS TO BE PERFORMED IN MODULES

C.4.3.1. Requirements Development

The Contractor shall work with the tenant agency on the Requirements Development Package for expiring leases as outlined in Chapter 1 LDG Requirements Development. It is GSA's intention to leverage the Contractor's market knowledge of market conditions to advise GSA and our client agencies on delineated area recommendations and term length recommendations, thereby helping to shape tenant agency requirements to match market opportunities and conditions. The Contractor shall submit a complete requirements package as defined in Leasing Desk Guide Chapter 1 and highlighted below to the COR for written approval prior to proceeding with the next phase of the work on the task order.

The Contractor is responsible for the following items:

A. SF- 81 or Other Request for Space - to include the following:
    a. The name, address, and phone number of the tenant agency's primary contact and the tenant agency approving official, if different, for the project.
    b. The requirement for ANSI/BOMA Office Area square feet, including circulation, the parking requirements in compliance with Appendix H of the LDG, and the number of personnel to be housed.
    c. The written approval (signature) of the tenant agency approving official. (SF81 or similar document).
B. Conduct Needs Interview and provide Completed Agency Long Term Space Requirements Needs Interview Questionnaire – **Exhibit 8**
C. Special Requirements or Agency Specific Requirements (ASR), as required by the lease model
D. Delineated Area
E. Rural Development Compliance
F. Justification of Delineated Area Outside CBA (all necessary justifications, if required)
G. Notification to City Officials (Contractor prepare draft document for Government signature)
H. Combined Project Management and Acquisition Plan (Contractor draft and Government sign)

I. Project Milestone Schedule
J. The tenant agency's standard work hours (used to provide HVAC and utilities, and determine overtime hour utilization)
K. Calculate agency utilization rates
L. Market Analysis

The Contractor is expected to assist GSA in the review of an agency's space requirement to determine compliance with the March 14, 2012 OMB Memorandum "Freeze the Footprint" **(Exhibit 9**).

This task is not intended to replace other GSA contracts which provide tenant agency assistance in developing a complete Program of Requirements. The Contractor is not required to provide space planning or any similar services provided by GSA pricing policy to complete this task. If a project demands those services, the Contractor will notify the COR and GSA will contract separately to provide assistance to the tenant agency. All parties should reference PBS Pricing Policy for the definition of space planning.

If the tenant agency delays impact the completion of the requirements package so completion is not possible within 90 days, the Contractor shall notify the COR for guidance on how to proceed. In addition, the Contractor shall make the Regional Contracting Officer aware of the status of the requirements package upon notifying the COR.

If an agency has a Space Allocation Standard (SAS) or a Design Guide, a copy of the appropriate document or a website where the SAS or Design Guide can be accessed will be provided to the Contractor.

It is GSA's intention that once a task order is issued to the Contractor to complete the Requirements Development, the project should remain a broker assigned project through lease award and post award services where such services are ordered as part of that Module. If it is determined and documented by the requesting agency that the requirement needs to be canceled, federally managed space is identified that can meet the need, or the acquisition strategy has changed to the extent that it should be completed by the Government, the task order may be terminated for convenience by the Government.

C.4.3.2. Project Orientation Meeting

For Modules 3, 4, and 5 when Requirements Development is not part of the task order, the Contractor shall schedule a Project Orientation Meeting with the COR and Tenant Agency within five (5) days of task order issuance. For Modules 1, 2, and 5 when Requirements Development is part of the task order, the Contractor shall schedule a Project Orientation Meeting with the COR and Tenant Agency within five (5) days of COR approval of the Requirements Development deliverables. The purpose of the Project Orientation Meeting is to discuss roles, responsibilities, project schedule, the Market Analysis (**Exhibit 10**), procurement strategy, and initial negotiation objectives.

The Contractor shall submit the Market Analysis (if not previously submitted in Requirements Development), initial negotiation objectives, and baseline project schedule to the COR four (4) days prior to the Project Orientation Meeting. Other topics could include additional services as required and scheduled by the Tenant Agency prior to occupancy (e.g. installation of phones, furniture, or other equipment).

If the Government provides the Requirements Development Package, the COR will lead the meeting. If the Contractor has prepared the Requirements Development Package, the Contractor will lead the meeting.

The Contractor shall prepare and disseminate an agenda 24 hours prior to the Project Orientation Meeting.

The Contractor shall prepare and disseminate the minutes of the Project Orientation Meeting within five (5) days following the Project Orientation Meeting.

Task Order Orientation Meetings may still be requested by the RCO/OO and will be specified at Task Order Issuance. The purpose of this meeting is to make certain that all parties are aware of their roles and responsibilities and discuss any unique challenges prior to engaging the tenant agency.

C.4.3.3. Project Schedule

The Contractor will collaborate with the COR and Tenant Agency to develop and maintain a project schedule (PBS Standard Milestone Schedule). It is intended that this schedule will be revised during the life of the project, as necessary. The baseline schedule is established in G-REX. The COR and Contractor will modify the schedule in G-REX, as required.

C.4.3.4. Market Survey and Report

The Contractor shall identify potential sources using their knowledge of the local market and seek additional sources by posting notices as required by the Competition in Contracting Act (CICA) and GSA policy.

1. Advertising

The Contractor shall prepare and submit a draft advertisement to the COR for approval prior to posting on the Federal Business Opportunities (FBO) website at fbo.gov. If there is an inadequate response to the FBO posting the COR may direct the broker to draft an advertisement in another source (i.e., local newspaper) and the COR will post this advertisement at Government expense. The Contractor shall prepare a list of buildings that respond to the advertisement. The list will identify the buildings that potentially could meet the minimum requirements. The buildings that could meet the minimum requirements will be included in the market tour.

2. Market Survey

For competitive new or replacing leases, the Contractor shall comply with Chapter 2 New or Replacing Lease, Part 2 Market Survey Process, of the Leasing Desk Guide.

For noncompetitive succeeding/superseding leases, the Contractor shall comply with Chapter 5 Succeeding Lease, Superseding Lease, Part 1 Succeeding Lease, Subpart F Market Survey, of the Leasing Desk Guide.

The Contractor will arrange for the physical market survey. Occasionally, there may be more than one market survey for a task order. If more than one market survey is required, it will be at the sole expense of the Contractor. The Contractor shall physically inspect each property as appropriate (building and/or site) to determine if it can meet the requirements of the RLP, and shall invite all relevant parties to attend, including, the tenant agency representatives, facilities management and services representative, and a representative of the Federal Protective Service. Other potential invitees include space planners, engineers (including fire protection engineers), and architects.

The Contractor shall not divulge procurement sensitive acquisition information to potential Offerors. Any information released must be released to all potential Offerors at the same time.

Only the potential that the specific offeror's property could meet the requirements of the RLP may be discussed with the property owner or representative. Discussions with property owners or their representatives may not include information about other properties being surveyed or other aspects of the procurement any time prior to award.

The Contractor shall submit to the COR the following:

1. Market Survey Itinerary. COR shall approve the itinerary and Contractor recommendations prior to the Contractor proceeding to the Market Survey.

2. A completed Lease Market Survey for Existing Building for each property surveyed to be presented at the market survey

3. Market Survey Report

4. A completed Land Market Survey Form for each site surveyed.

C.4.3.5. Develop and Issue RLP and Amendments

1. The Contractor shall use the G-REX Clause Builder to develop the Request for Lease Proposals. If the G-REX Clause Builder is not available for any reason, the Contractor shall use the applicable RLP and exhibits in accordance with the respective lease model as determined in the LDG.

2. Upon approval of the draft RLP by the COR, the Contractor shall submit a copy to the Tenant Agency for review and comment. Tenant Agency changes to the draft copy of the RLP shall be made by hard copy, or if electronically, then using track changes mode. These changes will then be sent to the COR for review and comment. Tenant agency changes requested shall be noted in Section 5 of the RLP and/or Section 7 of the Lease. The Contractor shall incorporate COR and COR approved Tenant Agency comments into the draft RLP and shall re-submit the draft RLP to the COR for final approval.

3. The Contractor shall maintain a list of interested parties and distribute the approved RLP to potential Offerors who are capable of meeting the requirements and any other party that requests a copy. A copy of the RLP must be provided to the current Lessor unless the current Lessor indicates in writing that he/she is not interested in participating in the acquisition. The Contractor shall maintain a record of parties who receive a copy of the RLP.

C.4.3.6. Pre-Negotiation/ Negotiation Process

The Contractor shall comply with Chapter 2, Part 4 Pre-Negotiation/Negotiation Process of the Leasing Desk Guide. The Contractor will amend the RLP as directed by the COR and will distribute the amendments to all potential offerors simultaneously.

C.4.3.6.1. Pre-Negotiation

1. The Contractor shall record all questions raised by prospective Offerors concerning the RLP. The Contractor shall consult with the COR regarding responses to a prospective Offeror raising the question and shall answer such questions as deemed appropriate by the COR. Answers to any questions should be distributed to all offerors unless the question deals with an offeror's proprietary information. Draft answers to questions are to be drafted and submitted to the COR for review and approval along with a recommendation on distribution.

2. The Contractor shall review all offers for compliance with the terms and conditions of the RLP, as amended. The Contractor must review the offered floor plans verifying that the space offered is the same as that shown during the market survey, as well as confirmation of the

ABOA square footage. The Contractor shall prepare letters for COR signature for each Offeror outlining the clarifications, weaknesses, significant weaknesses and/or deficiencies in the Offers, including but not limited to past performance concerns in the submitted offer. Failure of the offeror to submit a signed commission agreement will be handled in accordance with RSL 2006-09 Commission Management. Commissions are to be considered a cost element during negotiations.

C.4.3.6.2. Negotiate Offers

The Contractor shall comply with Chapter 2, Part 4 Pre-Negotiations/Negotiations Process of the Leasing Desk Guide.

1. The Contractor shall conduct discussions/negotiations with each Offeror individually in accordance with approved negotiation strategies and objectives; and in accordance with regulations and policies. Negotiations must be documented in writing whether conducted in person, or telephonically. The Contractor shall notify the COR in advance of negotiations to allow participation of COR or tenant agency, as deemed appropriate by COR. Tenant agency shall not participate without COR approval.

2. The Contractor shall submit for approval, a negotiation memorandum to the COR in the appropriate format as prescribed in the Chapter 2 of the Leasing Desk Guide. This document is to include all documented negotiations and mathematical calculations supporting the final commission, commission credit, rental rate, among other results set forth in the Price Negotiation Memorandum (PNM).

An initial SSEB report should be presented for review and approval prior to requesting Final Proposal Revisions (FPR) if using a best value trade off methodology

3. The Contractor shall close discussions/negotiations and request final proposal revisions in writing via a letter prepared for each Offeror and submitted to the COR for approval, as required. Negotiation of offers is not applicable when award is made, based on initial offers.

C.4.3.7. Award Determination

The Contractor shall comply with Chapter 2, Part 5 Award Determination of the Leasing Desk Guide and further defined in the sections below.

C.4.3.7.1. Reviewing Final Proposal Revisions (FPR's)

1. The Contractor shall document and submit to the COR an evaluation of each FPR with a recommendation as to which offer is most advantageous in accordance with the evaluation methodology stated in the RLP.

The Contractor shall submit the following to the COR for approval:

a. a list of any clarifications that may be necessary for each offeror;

b. a copy of each FPR with any required subcontracting plans;

c. a revised abstract of offers with FPR data and a revised PVA for each offer;

d. a PNM in accordance with Regulations and policies; and

e. if the acquisition was conducted using best value tradeoff source selection procedures, prepare and submit a draft Source Selection Evaluation report and the Source Selection Authority Decision documents.

2. The Contractor shall confirm the successful Offeror has not been placed on the Excluded Parties List (EPLS) in the System for Award Management at https://www.sam.gov and provide appropriate documentation to the COR for approval. If the apparent successful offeror appears on the Excluded Parties list, the Contractor shall consult with the COR about how to proceed. Should the EPLS website address change, the Contractor may be notified by written communication from the National Contracting Officer.

3. In situations where the total aggregate Lease acquisition contract value is equal to or greater than $10,000,000, the Contractor shall prepare for the signature of the COR the EEO clearance requests required under Federal Labor Law requirements.

C.4.3.7.2. Assemble Lease Contract Documents

1. The Contractor shall submit to the COR for approval a copy of the draft Lease and a transmittal letter to the awardee. (NOTE: COR will forward the signed transmittal letter and unsigned Lease to awardee for signature and return to the Contractor for action.)

2. The Contractor shall complete the Lease file in accordance with the regional standards unless directed by the National Program Manager.

3. The COR shall distribute one original fully executed Lease to the successful offeror and tenant agency and upload an electronic copy in G-REX.

4. The Contractor shall submit to the COR for approval and signature, a letter to each unsuccessful Offeror advising them of appropriate award information and opportunity for debriefing. The Contractor shall support the COR as needed in relation to debriefing sessions.

5. The Contractor shall post the required Lease award notice on the FBO website at fbo.gov immediately following Lease award, as required by Federal procurement regulations. The Contractor shall obtain approval from COR prior to posting.

If the Lease award is for a succeeding/superseding Lease acquisition, the Contractor shall post to FBO the COR redacted copy of the JOTFOC.

C.4.3.8. Post Award Services (Modules 1, 3, 5)

The Contractor is responsible for providing post award services to assist the Government in the negotiation, documentation, and oversight of landlord buildout and delivery of lease space including amortized tenant improvements and accompanying lump sum alterations associated for the initial buildout only.

Post Award Services include the following:

1. Post Lease Award Orientation Meeting

The Contractor shall schedule a Post Lease Award Orientation meeting to occur within five (5) days of Lease award. The COR will chair the meeting unless the Contractor is requested to perform this task. The meeting is to include the Lessor, Tenant Agency representative, the Contractor, the COR, technical construction representative, and other Government designees, as determined by the COR. At the meeting, parties shall confirm roles, responsibilities, and schedule for the post award process, confirm if security clearances will be required by agency, discuss how design of the space will be accomplished, and the impact of change orders. Occupancy services, such as physical relocation of the tenant agency's personal property, installation of telecommunications service, installation of computer cabling, furniture delivery, or other similar services with the Tenant Agency, should be discussed with clear roles and schedules defined as a result of the discussions. The Contractor shall document the attendees

and the results of the meeting and disseminate to all attendees. The Contractor will maintain a project contact list including the Lessor, GSA, Agency, and Contractor.

2. Design Intent Drawings and Construction Drawings Review

If a Design Intent Drawing (DID) Workshop is required per the Post Lease Award Orientation meeting, the Contractor shall attend via teleconference or in person at their discretion.

The Contractor shall provide input, as necessary, on the Tenant Agency DIDs. The Contractor shall coordinate review of the DIDs for Lease compliance with GSA. The Contractor shall modify the schedule as appropriate and notify the team.

The Contractor shall evaluate the Construction Documents' conformance to the specific requirements of the Lease and to the approved DIDs, and this evaluation must be completed within the time frame specified in the Lease. The Contractor shall review the Construction Drawings (CDs) with the COR and the Tenant Agency. The Contractor shall coordinate and consolidate comments to the Construction Documents for the COR review. The COR will provide these comments to the Lessor to ensure comments do not alter Lease terms and shall request a specific time period to correct all noted defects before a subsequent review.

3. Lessor's Tenant Improvement (TI) Pricing

The Contractor shall comply with Chapter 2, Part 6 of the Leasing Desk Guide. If TIs are required for the acquisition and all costs were not evaluated prior to award, as described in the TI section of the RLP, the Contractor shall request a proposal from the Lessor for TI work and recommend a price reasonableness determination to the COR in accordance with the terms of the RLP and FAR Part 15.

If the price proposals exceed the Tenant Agency's TI allowance, the Contractor shall notify the COR. If the Lessor does not submit two independent and competitive bids from qualified contractors or there is a reason to question the reasonableness of the Lessor's proposal, the Contractor shall request that the COR obtain an Independent Government Estimate (IGE). The Contractor shall request this directly from the designated Design and Construction representative (Estimator, Construction Manager, etc.). If the Design and Construction representative is a Government contractor, the COR shall obtain the IGE.

The Contractor shall provide to the lessor the Tenant Improvement Cost Summary (TICS Table) template. The Contractor shall provide consultation to the Lessor on how to interpret and use the TICS Table. Once returned by the Lessor the Contractor will verify that backup subcontractor documentation is provided. The Contractor shall prepare for COR documentation of the TI review to include the Attachment A to the TI PNM (**Exhibit 11**) from Lease Acquisition Training. The contractor's evaluation shall include evaluation of construction trade elements and/or subcontractor bids.

The Contractor shall prepare a TI PNM**,** as described in FAR 15.406-3**,** documenting in the Lease file the principal elements of the negotiated agreement, as well as providing required elements outlined in FAR 15.406-3. The Contractor shall recommend to the COR with supporting documentation in writing if the pricing is fair and reasonable. If the Lessor's price proposal is not determined to be reasonable by the COR, the Contractor shall negotiate a reasonable price for TI. The Contractor shall draft the Notice to Proceed (NTP) for COR signature. The COR will issue the NTP. The NTP must include the final approved DIDs.

4. Construction Schedule and Initial Construction Meeting

The Contractor shall obtain a copy of the Lessor's construction schedule, as required by the

Lease. The Contractor shall monitor this schedule in accordance with the Lease. Upon receipt from the Lessor, the Contractor shall confirm that tenant agency requirements associated with occupancy (e.g. installation of phones, furniture or other equipment, moves and occupancy dates) are incorporated. If not, the Contractor shall notify the COR and Lessor of the issues and facilitate correction of the Construction Schedule.

The Contractor shall monitor the Lessor's compliance with the Lease regarding scheduling of the initial construction meeting and distribution of the meeting minutes for the initial construction meeting. The Contractor is responsible for addressing all GSA and tenant agency concerns at the meeting. The Contractor shall attend the pre-construction meeting on-site for projects 10,000 ABOA SF and above, unless otherwise directed by the COR. The Contractor may elect to attend the pre-construction meeting on-site for projects below 10,000 ABOA SF. If on-site attendance is not warranted the contractor shall attend via teleconference.

5. Progress Inspections and Reports and On-Site Construction Progress Inspections

The Contractor shall comply with the progress inspections as cited in the Leasing Desk Guide Chapter 2 New or Replacing Lease, Part 7 Construction Phase, sub-part 3 Progress Inspections. The Contractor shall monitor the construction to document that work is proceeding in accordance with Lessor's approved schedule and notify the COR of any delays or problems identified during inspection that might impact the planned occupancy date. If directed by the COR, the Contractor shall prepare a letter or email to the Lessor outlining the deficiencies identified during construction that require corrective action for the COR to send the Lessor. The Contractor shall follow-up to identify and document that deficiencies are corrected.

The Contractor shall inform the COR of their plans to inspect the construction or alterations work in an effort to monitor the project's progress and that it is on schedule and being constructed in accordance with the specification and standards in the RLP. For projects 10,000 ABOA SF and above, the Contractor shall perform one on-site progress inspection, but may elect to perform a maximum of two on-site progress inspections. The Contractor shall submit to the COR written documentation of the on-site construction progress inspection(s) including photographs. These progress inspections are separate from the final inspection. For projects below 10,000 ABOA SF, the Contractor is not required to perform on-site construction progress inspections and shall attend construction progress meetings as identified in the Lease via phone, but may elect to perform construction progress inspections. The Contractor is not a Construction Manager (CM) and is not required to perform the duties of a CM. The Contractor's role is limited to verifying compliance of the build out per the DIDs, Lease, Lease Construction Schedule, and work progress. The Contractor shall partner with COR to research/address post award Request for Information (RFI) and Change Orders from the Lessor.

6. Subsequent Construction Progress Meetings

The Contractor is responsible for compliance with the Lease regarding the Lessor's scheduling of the progress construction meetings and distribution of the meeting minutes.

7. Davis – Bacon Act Reporting of Payroll and Basic Records

The Contractor shall review lessor payrolls as required by the Davis-Bacon Act. The results of the payroll reviews shall be submitted to the COR for review.

8. Coordination of Tenant Occupancy Services

The Contractor shall review the schedule dates for occupancy services, for instance, physical relocation of the tenant agency's personal property, installation of telecommunication service, installation of computer cabling, furniture delivery, or other similar services with the tenant

agency, GSA, and the Lessor during the construction period. The Contractor will not perform these services, but monitor planned delivery dates for the services and/or installations are scheduled for performance at the appropriate times for occupancy and that parties are notified of changes that may impact schedule dates. The Contractor shall notify the COR of any problems that may delay occupancy or affect these planned dates. The COR will coordinate with the Tenant Agency concerning any delays that will impact the occupancy date.

9. Pre-Occupancy Submissions

The Contractor shall verify that the Lessor is in compliance with the Lease regarding Pre-Occupancy Submissions. This includes, but is not limited to, payroll submissions as required by Davis-Bacon Act, radon testing as required, color boards, finish samples, Periodic Services Schedule, LEED certification, Energy Star Certification, HVAC commissioning, and energy savings usage reporting. The Contractor shall maintain these submissions in the Lease file.

10. Change Order Management and Tenant Improvement Overage

The Contractor shall comply with Chapter 2 New or Replacing Lease, Part 7 Construction Phase, subpart 4 Change Orders. As directed by the COR, the Contractor shall negotiate change orders and prepare Lease Amendments (LA) for signature of the COR. When required, the Contractor shall request an IGE directly from the designated Design and Construction representative (Estimator, Construction Manager, etc.). If the technical construction representative is a Government contractor, the COR shall obtain the IGE. The Contractor shall obtain the Lessor's price for the change order. An amendment to the TI PNM shall be prepared to capture all change orders and will reflect the requirements of FAR 15.406-3**,** documenting in the Lease file the principal elements of the negotiated agreement, as well as providing required elements outlined in FAR 15.406-3. The Contractor shall recommend to the COR if the pricing is fair and reasonable.

The Contractor shall review the schedule to determine if the change will have an impact. If necessary, the Contractor shall obtain the Lessor's time extension associated with a change order. The Contractor shall draft the Change order NTP for COR signature. The COR will issue the NTP. The Contractor shall convey this to the COR and provide Government comments to the Lessor for modifying the construction schedule.

If applicable, the Contractor shall track TI Overage and RWA spending using the TI RWA Workbook per Chapter 2 New or Replacing Lease, Part 6 Design, TI Negotiations, and Notice to Proceed, subpart 6 Notice to Proceed (NTP) TI Overage. The Contractor is not authorized to request an RWA or amendment or approve an RWA.

11. Acceptance Inspection

This is required for all projects with tenant improvements regardless of size unless directed otherwise by COR. The Contractor shall perform an on-site Acceptance Inspection as defined in Chapter 2 New or Replacing Lease, Part 7 Construction Phase, subpart 5 Acceptance Inspection of the LDG. The Contractor shall recommend to the COR if the space is substantially complete. The Contractor shall develop a punch-list to be reviewed by the COR. The Contractor is not required to perform on-site re-inspections.

12. Post Occupancy Deliverables

The Contractor shall comply with Chapter 2 New or Replacing Lease, Part 8 Lease Commencement and Closeout, subpart 5 Post-Occupancy Deliverables.

13. Rent and Lease Commencement Lease Amendment (LA)

The Contractor shall prepare the LA for rent and lease commencement for final acceptance by the COR and include the lease and rent commencement date, adjusted rental rates, outstanding deficiencies, the commission payment, the commission credit, address all modifications to the initial Lease and any other information required by the COR. The COR shall distribute one original fully executed LA to the Lessor and tenant agency and upload an electronic copy in G-REX.

14. Lease Files

After Post Occupancy Deliverables have been received, but no later than 60 calendar days after occupancy, the Contractor shall submit the complete Lease file with original documentation to the COR for final approval and acceptance. The Contractor shall complete the Lease file in accordance with the regional standards unless directed by the National Program Manager. The Lease file documents are to be tabbed in accordance with the GSA National Office Lease File Checklist for the relevant lease model and setup in the folders/format specified by the Region who placed the task order. Filing conventions may vary by Region. The Contractor shall obtain a certification of receipt from the COR upon file delivery.

Upon submission of the completed Lease file to the COR, the Contractor shall notify the RCO/OO of the action and that the task order is ready for close-out. The Contractor shall submit via electronic certification to the RCO/OO that all documents have been scanned or uploaded into G-REX or other systems.

C.4.4. STRATEGIC PARTNERSHIP

The intent of Strategic Partnership is to leverage the private sector innovation in strategic market analysis.

C.4.4.1. Strategic Planning

In some markets, the government may share portfolio information with the contractor. If the contractor has specific information regarding changes in market conditions, renegotiation opportunities, or changes in ownership rights within the shared portfolio, the Government may ask for access to this information. For example, the Contractor may provide a high level analysis of the market status, including market indicators, evaluation of the debt market to allow the Government opportunities to restructure leases, research markets per the list of GSA leases provided to notify the Government of owner debt stress, and present options for renegotiation of terms (length of firm term and soft term) as well as estimated rental rates and any other concessions that might be achieved with renegotiation. The Contractor will inform the region of the timeframe for submitting the information.

Markets to which Strategic Planning Services will likely be requested include but are not limited to the following locations:

- NCR - Washington D.C.;
- Region 1: Boston, MA (Cambridge, downtown, suburban); Hartford, CT; Fairfield County, CT; New Haven, CT
- Region 2: New York, NY
- Region 3: Philadelphia, PA; Pittsburgh, PA; Harrisburg, PA; Allentown, PA; Baltimore, MD; Hampton Roads/Norfolk, VA; Richmond, VA, Annapolis, MD;
- Region 4: Atlanta, GA; FL: Broward County, Fort Lauderdale, Fort Myers, Jacksonville, Miami, Orlando, Palm Beach, Sarasota, Tampa Bay; Charlotte, NC; Greensboro, NC; Raleigh, NC; Townsville, NC;

- Region 5: Chicago, IL; Indianapolis, IN; Cleveland, OH; Detroit, MI; Grand Rapids, MI; Lansing, MI; Omaha, NE; Akron, OH; Cincinnati, OH; Cleveland, OH; Columbus, OH; Toledo, OH; Milwaukee, WI;
- Region 6: Kansas City, MO; St Louis, MO;
- Region 7: Austin, TX; Fort Worth, TX; Dallas, TX; El Paso, TX; Albuquerque, NM; Oklahoma City, OK; Tulsa, OK
- Region 8: Denver, CO; Salt Lake City, UT
- Region 9: Phoenix, AZ; Tucson, AZ; CA: Bakersfield, Central Valley, Contra Costa County, Island Empire, Los Angeles, Oakland, Orange County, Riverside, Sacramento, San Diego, San Francisco, San Gabriel Valley, San Jose, Silicon Valley/San Jose; Reno, NV; Las Vegas, NV
- Region 10: Seattle, WA; Portland, OR

There is no guarantee of a task order for this information. If a lease action is pursued as a result of this analysis, a separate task order may be issued in accordance with the ordering procedures set forth in the scope of work in Section F

C.4.4.2. Market Data

Occasionally, the Government has a need for limited market data that real estate firms typically provide to clients at no cost. These requests may only originate from the NPM. Within 30 days of the request, each Contractor shall provide the following types of market data to the NPM:

1. Summary market information, such as:

(a) Number of buildings and total square footage by type of space and buildings available for a tenant agency's intended use.

(b) Specific class vacancy rate.

(c) Typical market concessions, tenant work letters, tenant services and building common area factors, where applicable.

(d) Estimated per rentable square foot costs for operating expenses and property taxes.

(e) Asking rental rate per rentable SF and per ANSI BOMA Office area SF.

2. The Contractor shall provide a range of market rental rates, broken down by components, for each applicable class of buildings for which information is provided in 1 above. Comparable leases obtained as part of the market analysis shall substantiate the rental ranges quoted. Components of the analysis shall include:

(a) Base rent (e.g., recovery of investment on ownership costs of land, building, financing plus profit).

(b) Space build-out cost amortized over lease term.

(c) Lessor provided TI as part of base rent for the market.

(d) Operating costs.

(e) Other costs not included in lease.

3. 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. Some variation to the above data may be requested by the NPM as the specific need dictates. There is no guarantee of a task order for performing this service.

C.5. DISPUTES, PROTESTS, CLAIMS AND APPEALS, CONGRESSIONAL INQUIRIES AND FREEDOM OF INFORMATION ACT (FOIA) INQUIRIES

1. As directed by the COR, the Contractor shall provide all necessary services to address any issues related to disputes, protests, claims, appeals, congressional inquiries, subpoenas, and FOIAs for any tasks they have performed. The Government will not reimburse the Contractor for these services.

2. The Contractor shall not contact GSA Legal Counsel directly to discuss the above issues. All coordination with GSA Legal Counsel will be handled by the COR or RCO. The Contractor shall respond to requests for information from GSA either verbally or in writing as requested and within the timeframe requested.

C.5.1. Disputes/Protests

If a protest is filed on a lease acquisition where services were performed by the Contractor (whether filed with GSA, the Government Accountability Office (GAO), or a court of jurisdiction), the Contractor shall:

1. As directed by the COR, prepare and submit documents required to adequately address the issues raised in the protest. Documentation may include, but is not limited to, Contracting Officer's Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance.
2. Assemble a protest file in accordance with FAR 33.1.
3. Participate as fact witness in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease acquisition as may be required by the Government.

C.5.2. Claims/Appeals

If a claim is filed by a lessor on a lease awarded by GSA as a result of a task order issued under this contract, the Contractor shall:

1. Submit for the signature of the COR, a Contracting Officer's Final Decision memo with all related supporting documentation.
2. Assemble a claim file in accordance with FAR 33.2.
3. Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by the Government.

C.5.3. FOIA/Congressional/Other Inquiries

Prior to completion of a task order, the Contractor shall, as requested by the COR, provide input concerning FOIA requests, subpoenas, Congressional inquiries, or other similar requests for information.

C.6. REPORTS

1. The Contractor shall provide monthly project status reports to regional program officials. The NCO will determine the format and content after award which will be consistent for all regions.

2. The Contractor shall provide monthly and bi-annual status reports to the National Program Officials. The NCO will determine the format and content after award.
3. Identify any services provided for disputes, protests, FOIA, subpoenas, Congressional or other inquiries, and requests for market data. Identify the Region requesting the information and if the information or service is related to a task order or lease include the task order number and lease number.
4. Other necessary reports or deliverables for management of this contract, such as, HSPD-12, FISMA, and Security, included in the solicitation not identified in this section, will be identified by the National Contracting Officer with appropriate format and frequency after award.
5. In addition to the eSRS reports required by FAR 52.219-9, submit a Supplemental Quarterly Subcontracting Report to the NCO. The report shall be submitted in the format provided by the NCO following award and shall include, at a minimum, the information outlined below:
    a) Subcontractor NAICS Classification for all work assigned to Subcontractors;

    b) Technical area of work assigned (ie,market survey, post award services);

    c) Amount and percentage of aggregate lease value of monies projected for assigned subcontracting work; and

    d) Actual monies paid out to subcontractor by NAICS code.

C.7. QUALITY CONTROL REQUIREMENTS

The Contractor is responsible for quality control as defined in their approved Implementation Plan for meeting the minimum acceptable standards under Section C.9, for all services provided under the contract. Inspection by the Government does not relieve the Contractor of this responsibility. The Implementation Plan submitted and accepted by the NCO is incorporated into and becomes a part of this contract. Revisions or changes to the Implementation Plan must be submitted and approved by the NCO.

C.8. QUALITY ASSURANCE BY THE GOVERNMENT

The National Contracting Officer will evaluate the Contractor's performance on an annual basis by inputting data into Contractor Performance Assessment Reporting System (CPARS). The following areas will be assessed: Document Quality, Personnel Technical Quality, Cost Control, Timeliness, Business Relations, and Small Business Subcontracting

In order to assess these areas, input at the task level will be obtained from individual CORs. CORs will evaluate task-level performance at various milestones during the lease acquisition process, varying based on the specific service ordered. Evaluations will be completed by the COR for each task as follows:

Module 1 - Deluxe Acquisition Services

Milestone A: Requirements Development

Milestone B: Lease Acquisition

Milestone C: Post Award Services

Module 2 - Programming and Acquisition Services

Milestone A: Requirements Development

Milestone B: Lease Acquisition

Module 3 - Occupancy Services

Milestone A: Lease Acquisition

Milestone B: Post Award Services

Module 4 - Lease Acquisition

Milestone A: Lease Acquisition

Module 5 - Limited Value Leases

Milestone A: Requirements Development, if applicable

Milestone B: Lease Award

Milestone C: Post Award Services, if applicable

Module 6 – Lease Extensions

Final Evaluation

An annual evaluation will be generated for COR completion and Contractor review every 12 months until the task order is closed out. An interim evaluation will also be required in the event that a project changes CORs between milestones.

In assessing performance, the National Contracting Officer will also consider the Contractor's ability to meet GSA's Bullseye Measure as well as observations of the Contractor's performance, made by the Regional Program Officials and the National Program Officials.

C.9. MINIMUM CONTRACT QUALITY STANDARDS

The Government will evaluate the Contractor's performance as Unsatisfactory, Marginal, Satisfactory, Very Good, or Exceptional in the contract's minimum performance standards for each of the following performance criteria.

Document Quality

Document Quality considers the degree to which documents submitted by the Contractor are complete, accurate, neat, and comply with applicable regulations and policy.

Minimum performance standard for Document Quality: Documents generally require one or two revisions before a final draft is considered acceptable by the COR. Errors are generally minor in nature. Final drafts of documents are accurate in content.

Personnel Technical Quality

Personnel Technical Quality considers the Contractor's demonstration of knowledge pertaining to laws, statutes, regulations, Executive Orders, leasing process, policies, local markets, and scope of work terms. It also considers the Contractor's ability to maximize competition when possible and to provide valuable business guidance to the Government.

Minimum performance standard for Personnel Technical Quality: Broker demonstrates a working knowledge of the Federal leasing process. COR must provide occasional technical direction, but the broker executes the COR's direction accurately.

Cost Control

Cost Control considers the Contractor's ability to generate meaningful negotiation objectives and negotiate favorable lease terms and rates.

The minimum performance standard for Cost Control: Negotiation Objectives shall be based on market comparables. Lease negotiations shall result in a rental rate within the stated negotiation objective range for the market. Negotiated lease rates must be substantiated by supporting documentation. The Contractor negotiates TI change order prices upon COR's direction.

Timeliness

Timeliness considers the Contractor's ability to perform services and deliver documents in accordance with timeframes that have been established in collaboration with the COR or as stated in the scope of work, where applicable.

Minimum performance standard for Timeliness: Contractor generally delivers in accordance with the timeframes agreed upon by the COR. While there may be some occasional delays on the Contractor's part, the major project milestones are delivered on time. The Contractor provides status and schedule updates when requested by the COR. The Contractor responds to COR within reasonable periods of time.

Business Relations

Business Relations considers the Contractor's ability to represent GSA in a professional manner, establish and maintain collaborative working relationships with team members, and comply with GSA Standards of Conduct identified in Section H.

Minimum performance standard for Business Relations: Contractor maintains a professional demeanor. Contractor's interactions are generally positive and constructive.

C.9.1. Performance Criteria

1. Performance of most services will result in a lease contract for the Federal Government. Those services must be in compliance with applicable laws, regulations, Executive Orders, and policies listed, and any new laws or regulations that may become effective during the terms of this contract and with the terms and conditions of the contract to be acceptable to the Government. Services and submissions will be inspected and accepted by the COR at stages determined in the general work description for all tasks. The purpose of inspection is to determine technical compliance with applicable laws, regulations, Executive Orders and policies along with any other contract requirement. The task will be identified in this statement of work and further described in the Leasing Desk Guide and GREX (or other such systems). The COR will evaluate compliance with technical requirements. Services not performed in accordance with applicable laws regulations, Executive Orders, policies and the terms of this contract will not be considered acceptable. Evaluations will be provided at the specified milestones based on the Task awarded.

2. In addition to acceptance at the task order level, certain quality standards apply to deliverables at the National, Zonal, and Regional program level as defined in this section.

C.9.1.1 Task Order Performance Criteria

Definitions set forth are intended to be the minimum level of acceptable performance. Performance exceeding the definitions below will be evaluated appropriately. The Government will evaluate the Contractor based on the ability to do the following:

C.9.1.1.1. Quality

C.9.1.1.1.1 Document Quality:

1. Submit documents that are complete, accurate and neat and meet generally accepted standards in accordance with the laws, statutes, regulations, Executive Orders and local market conditions using correct grammar and appropriate language without gross errors, inconsistencies, omissions, or inaccuracies.

2. Submit Lease file documents filed and tabbed in accordance with the Lease File Checklist, and set up in the folders/format specified by the Region who placed the task order. Filing conventions may vary from Region to Region.

C.9.1.1.1.2. Personnel Technical Quality

1. Demonstrate knowledge of laws, statutes, regulations, Executive Orders, policies, local markets, and contract terms through the process and documentation in the preparation and completion of a lease, an LA, and all associated documents required for the actions taken by the Government.

2. Demonstrate knowledge of the Federal Leasing process by producing a lease with all the necessary file documentation, organization, content, accuracy and completeness required by law, regulation and policy.

3. Offer Market Expertise by providing innovative or alternative business solutions in the course of projects.

4. Demonstrate knowledge of the local market with Contractor efforts resulting in adequate competition as applicable.

5. Identify and propose solutions for issues that may arise throughout the lease procurement process to the COR or other appropriate personnel. (e.g. Safety, legal, regulatory)

C.9.1.1.1.3. Cost Control

1. Use of the Market Analysis to establish a market range at the beginning of the project to support and define necessary cost elements included in the asking rates. (e.g., TI, security, operations costs, market commissions yielding rent credits for benefit of the Government, etc.)

2. Communicate in writing to the COR the impact of market changes as the procurement progresses.

3. A review of the Bullseye report for those Reis markets where the report is available and outline the appropriate strategy to achieve the established target.

4. Demonstrates ability to exceed established targets (e.g. Bullseye and established Negotiation Objectives.

C.9.1.1.1.4. Timeliness

1. Required deliverables are submitted in accordance with the COR approved project schedule, approved project timeframes, or as stated in the Task Order.

2. Communicate delays (excusable or otherwise) to the COR and RCO or OO with explanations as to why the delay is occurring and the impact of the delay on the project schedule.

3. Revising the project schedule as necessary to keep all parties apprised of project status.

C.9.1.1.1.5. Business Relations

The Contractor will represent GSA at all times in a professional manner in dealing with all parties and will comply with GSA Standards of Conduct identified in Section H to achieve an acceptable solution for all parties.

C.9.2. CONTRACT PROGRAM LEVEL PERFORMANCE CRITERIA (NPM, NCO, RPM, RCO/OO)

The following criteria will be used to perform interim evaluations at the regional and national level and provided to the Contractor in accordance with Contract C.10 Contractor Assessment Report System (CPARS).

C.9.2.1. Quality

1. The Contractor employs qualified, trained personnel with a thorough understanding of the Contract and the GSA Lease Acquisition requirements and associated regulations to perform services under the terms of this contract.

2. The monthly reports required in Section C.6 are submitted not later than the stated due date with all fields completed accurately reflecting the most current information on the task order and lease documents as of the last day of the reporting month.

3. The Quality Control Plan is implemented to prevent errors in the lease process and to documents prepared in the field as required under Section C, as well as reports and other documents submitted to the National and Regional Program Officials.

4. Administrative submissions, such as conflict of interest, nondisclosure statements, reports, etc. were submitted timely, were complete, accurate, and in compliance with contract requirements.

5. Assistance with requests for services in connection with protests, claims, inquiries, and market analysis data were performed within timeframes requested and submissions were complete and accurate.

6. The Contractor works with program officials to identify obstacles and barriers to contract performance and lease processes and strategies to mitigate them; and proposes creative business solutions to improve execution of the lease program during the course of the contract. This may be at the regional or national level and should be reported to the national office if this occurs at the regional level.

C.9.2.2. Cost Control

The Contractor achieves Lease rates at the aggregate level that assist GSA in meeting its Bullseye target at both National and Regional levels.

The Contractor achieves a market rate commission within the estimated range that affords the Government a rent credit.

C.9.2.3. Timeliness

1. The Contractor responds to communication from regional and national program officials in accordance with response times as identified in Section C.4.1.2.

2. Monthly reports are submitted in accordance with Section C.6.

3. Administrative submissions (e.g. conflict of interest, nondisclosure statements, reports, etc.) were submitted in a timely manner, were complete, accurate, and in compliance with contract requirements.

4. Assistance with requests for services in connection with protests, claims, inquiries, and market analysis data were performed within timeframes requested and submissions were complete and accurate.

5. C.9.2.4. Business Relations

1. The Contractor maintains a professional relationship with Regional and National Program Officials, as well as all other parties involved in a lease transaction or any other task required by the contract.

2. The Contractor complies with GSA Standards of Conduct identified in Section H to achieve an acceptable solution for all parties.

3. The Contractor partners with and assists in strategic planning in support of the GSA Office of Real Estate Acquisition when requested or otherwise offers potential improvements.

C.9.2.5. Compliance with Subcontracting Plans

1. Subcontracting plans will be reviewed by the NCO to determine if the Contractor is making a good faith effort to comply with their approved plan. In accordance with FAR Clause 52.219-16 Liquidated Damages - Subcontracting Plan, failure to make a good faith effort to comply with subcontracting plans may result in liquidated damages or other remedies available in the contract.

2. Subcontracting plans were based on estimated commissions (revenues). Plans will be monitored based on actual revenues to see if the percentages proposed in the subcontracting plan for the designated categories have been met.

C.10. CONTRACTOR PERFORMANCE ASSESSMENT REPORTS SYSTEM (CPARS)

Performance data related to quality, cost control, timeliness of performance, business relations, subcontracts, key personnel, compliance with subcontracting plans, and customer satisfaction will be entered annually at the end of each contract performance period into CPARS.

Contractors will receive access via email and is provided an opportunity to submit comments when performance data concerning a Contractor’s firm is posted. Data from this system is transmitted to the Past Performance Information Retrieval System (PPIRS) which is accessible Government-wide to Federal Contracting Officers who evaluate Contractor past performance prior to the award of a contract. Unsatisfactory performance on this contract could have an adverse impact on the award of other Government contracts.

GSA Leasing Support Services
Section D
PACKAGING AND MARKING

D.1. PAYMENT OF POSTAGE AND FEES

The Contractor shall pay all postage and fees related to contract services performed.

The Contractor is not required to use express mail as long as they can meet required submission dates using regular mail.

D.2. MARKING

1. All correspondence, including emails, shall include the Contract Number and Task Order Number, and REXUS Project number if relevant.

2. All documents prepared by the Contractor for signature by a GSA official must be prepared on GSA letterhead.

3. In accordance with FAR 37.114(c) all documents prepared by the Contractor must be marked to indicate the Contractor prepared them.

D.3. SOFTWARE REQUIREMENTS

The Contractor shall submit data to the Government using the Microsoft Office Suite, specifically, Word, Excel or Adobe Portable Document Format, (PDF) when requested. Documents must be prepared using the most current publicly available version of the above listed software or one release prior, provided it is compatible with the current version of each used by the Public Buildings Service.

D.4. ENCRYPTION REQUIREMENTS FOR EMAILING OF BUILDING DRAWING FILES

Building drawing files may NOT be transmitted via email unless encrypted in accordance with GSA procedures. General procedures for handling Sensitive but Unclassified Information and GSA encryption procedures are contained in GSA policy and guidance contained in **Exhibit 2**. Additional information will be provided after award.

GSA Leasing Support Services
Section E
INSPECTION AND ACCEPTANCE

E.1. GENERAL

1. Contractors are responsible for their own quality control including the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements.

2. Services must be in compliance with contract requirements including applicable laws and regulations and submissions must be complete, accurate, and professionally prepared prior to acceptance by the Government.

3. The COR designated for a task order will perform inspection and acceptance of services for the Government for Task Order deliverables on the individual project assigned to that COR. The COR for the IDIQ contract (NCOR) will perform inspection and acceptance of services and deliverables at the national level. This includes any reports the Contractor is required to submit and market data or strategic planning information submitted by the Contractor. Regional Program Managers will also perform inspection and acceptance of services at the regional program level as required by an individual task order.

E.2. 52.246-4 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996) DEVIATION

A. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
D. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
E. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and **(2)**

reduce the contract price (Contractor's Commission) to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default. (End of clause)

GSA Leasing Support Services
Section F
DELIVERY AND PERFORMANCE

F.1. PLACE OF PERFORMANCE

Each contract will be performed in the geographic coverage area of the particular zone in which it was awarded. GSA intends to award two contracts (each) in the following zones: Northern Service Area (Zone 1), Southern Service Area (Zone 2), and Western Service Area (Zone 3). GSA intends to award three contracts in the National Capital Service Area (Zone 4).

F.2. TERM OF CONTRACT

The performance period of this contract is one year with four one-year option periods. Exercise of an option is a unilateral right of the Government.

F.3. ORDERING PROCEDURES

Task orders may be placed for individual lease transactions or a group of task orders may be placed with one broker. For example, a group of task orders may be for some or all of a particular agency's requirements, a group in a particular area, or as part of a multi-agency requirement.

Except as provided in paragraph (4) below, each contractor will be provided a fair opportunity to be considered for task order awards, in their respective awarded Zone(s), estimated to yield a net commission to the contractor in excess of $3,000.

(1) For task orders or a group of task orders estimated to yield a net commission to the contractor of $3,000 or less, the selection of a contractor within the zone will be at the discretion of the Ordering Official.

(2)(a) For task orders or a group of task orders estimated to yield a net commission to the contractor in excess of $3,000, but less than $150,000.00, all contractors within the zone will be provided a fair opportunity to be considered based on price (in accordance with the contractor's awarded pricing structure as applied to the Module covered by the task order) and one, or more, or all of the following:

1. Past performance on earlier orders under the contract, including quality, timeliness, and cost control. Until a record of past performance under the contract is established, a contractor's past performance as evaluated during this procurement may be utilized, as well as a contractor's performance on other broker assignments of similar character to the given task order, including performance under predecessor GSA National Broker Contracts, if applicable. The Ordering Official may consider the Contractor's past performance on both an aggregate zonal level and on a regional level, where available, when placing orders;
2. Contractor's specialized knowledge, experience, or capability, based on the specific requiring need;
3. The Contractor has earned a Best Value Commission in the previous rating period.

(b) At the discretion of the Ordering Official, contractors may be requested to provide additional information and quotes in order to assist the Government in making fair opportunity determinations.

(c) Past performance will be considered significantly more important than price

(3)(a) For task orders or a group of task orders estimated to yield a net commission in excess of $150,000.00, all contractors in the zone will be provided a fair opportunity to compete for award of the task order. In such cases, each contractor will be provided, at a minimum,

1. A notice of the task order that includes a statement of the agency's requirements;
2. The response period; and
3. The significant factors and subfactors, including price, which the agency will consider in evaluating task order proposals, and their relative importance, including the basis for award of the task order.

(b) Post award debriefings will be provided upon request for task orders or groups of task orders with an estimated net commission equal to or in excess of $5,000,000.00

(4) The fair opportunity procedures described above shall not apply when one of the following exceptions apply:

a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
b. Only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
c. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
d. It is necessary to place an order to satisfy a minimum guarantee.

(5) Contractors shall accept only written task orders issued on a GSA Form 300 by a Regional Contracting Officer/Ordering Official authorized by the National Contracting Officer. Performance of any services for the Government, which have not been ordered in accordance with the terms and conditions of this contract, may result in Contractor performance of work with no compensation. Task orders may be issued by facsimile or by electronic commerce methods.

(6) The Contractor must inform the Regional Contracting Officer/Ordering Official (RCO/OO) in writing not later than three working days following the receipt of a task order whether a conflict of interest exists. Task orders must be accepted.

The Contractor shall submit corporate and individual conflict of interest and nondisclosure statements**, Exhibits 5A and B** to the Regional Contracting Officer/Ordering Official ~~no~~ not later than five working days after receipt of a task order for Contractor or subcontract personnel who will perform services in connection with the task order. If multiple personnel will be involved in performing services in connection with the task order, the services to be

performed by each person shall be identified as well as the person who has overall responsibility for the task order. If additional personnel are assigned to the task order at a later date, a nondisclosure/conflict of interest statement shall be provided to the Regional Contracting Officer (RCO) prior to their starting work on the task order.

If requested by the RCO, the Contractor shall submit documentation demonstrating that personnel assigned to a task order hold the appropriate state license to perform the services required by the task order. The COR will contact the Contractor to schedule a date for orientation no later than three (3) days after submission of a nondisclosure/conflict of interest statement but will give the Contractor a minimum of four (4) working days to develop the required Market Analysis for discussion prior to and during the Project Orientation. Conflicts of interest will be processed under Contract Section H.

(7) The COR will hold an orientation with the Contractor and tenant agency contact prior to the Contractor starting work on a task order to ensure all parties clearly understand the roles and responsibilities of each party and to ensure the Contractor clearly understands tenant agency requirements and concerns. Orientation is normally conducted telephonically. The Contractor shall document areas discussed at orientation and provide a copy to the COR with the project schedule.

(8) Only GSA, PBS, and Warranted Contracting Officers with delegated ordering authority from the NCO may place orders against this contract.

(9) A firm delivery date will be established for each task order. The date shall either be established prior to award of the task order and included in the task order; or if it is necessary to establish the required delivery date during orientation after award of the task order, it shall be established in the approved project schedule. A copy of the approved schedule shall be provided to the RCO/OO after approval by the COR. After COR approval, no changes may be made to the required delivery date ~~(occupancy date)~~ unless the task order is modified by the RCO.

The GSA task order must state the Module being ordered and include a firm required delivery date (where determined) that must be met by the Contractor.

(10) The GSA Office of Acquisition Policy (MV) is the GSA Ombbudsman for task order contracts and shall review complaints about fair opportunity concerns and ensure that Contractors are afforded the fair opportunity to be considered for task orders issued consistent with the procedures in the contract. The GSA Ombudsman will exercise jurisdiction on any matters pertaining to IDIQ contracts awarded by GSA. The Ombudsman can be reached at the address and phone number below:

GSA Ombudsman (MV)
1800 F Street NW
Washington, DC 20405-0001
PHONE: (202) 501-4770

F.4. PERFORMANCE CRITERIA

Performance criteria are stated in Section C.

GSA Leasing Support Services
Section G
CONTRACT ADMINISTRATION DATA

G.1. ROLES AND RESPONSIBILITIES

G.1.1. National Contracting Officer (NCO)

The NCO is the Contracting Officer that has the overall responsibility for administration of the contracts in their assigned Zones. The NCO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules; make final decisions on disputes; terminate the contract for convenience or default; and issue final decisions regarding contract matters. The NCO may delegate certain other responsibilities to authorized representatives. The NCO alone may determine to take action impacting the offset to the rent in accordance with Section E.2.

The GLS National Contracting Officer (NCO) is:
~~Paul H. Ferguson~~ Danny Killian
GSA/PBS
Office of Leasing
Center for Real Estate Brokerage Services (PRAA)
1800 F Street NW Room 5248
Washington DC 20405-001

G.1.2. National Program Manager (NPM)

The NPM is the technical expert for matters related to Federal lease acquisition policies and procedures. The NPM will review regulations and program changes and as necessary submit requests for contract modifications to the NCO. Authority not delegated to the NPM is reserved for the NCO. The name and contact information of the NPM will be provided at time of award.

G.1.3. National Contracting Officer's Representative (NCOR)

The NCOR will be delegated COR responsibilities by the NCO to assist with the administration of the contract. The NCOR will provide support to the NPM by providing technical expertise for matters related to Federal lease acquisition policies and procedures. In addition, the NCOR assures that the contractors meet the performance requirements of the contract in terms of quality and cost. The NCOR provides technical direction and assistance to the NCO, contractors, and regional program managers. The NCOR coordinates zonal performance evaluation data on task orders for the performance period being evaluated and provides an overall evaluation of contractor compliance with the technical requirements of the contracts for inclusion in CPARS, the government-wide contractor ratings repository.

G.1.4. Regional Program Manager (RPM)

Each of the eleven GSA PBS Regional Offices will designate a Regional Program Manager

(RPM) who will be responsible for coordinating regional contract issues and work requirements

primarily with the NCOR. There will be multiple RPM's per zone. The RPM may be delegated authority to coordinate regional task order issues with the Contractor and to participate in Contractor evaluations. The RPM acts as the regional technical authority and contact for the Contractors. The names and contact information for RPM's will be provided after award. An RPM does not have authority to award, change, or modify the contract or a task order.

G.1.5. Regional Contracting Officer (RCO)

1. The NCO will delegate authority to a warranted service contracting officer from each region to serve as the RCO. There will be multiple RCO's per zone. While the RCO does not have authority to modify the primary contract, they do have full authority to take any contract action regarding a task order within the limits of their contracting authority. They will delegate certain responsibilities to CORs for the day-to-day monitoring of Contractor performance. The designation of an RCO does not preclude the region from having multiple ordering officials (Contracting Officers) who will award and administer task orders. The RCO for a task order will approve all task order changes via written task order modification.
2. Responsibilities of the RCO's include, but are not limited to:

- Awarding task orders in accordance with Ordering Procedures in Section F, including documenting the decision appropriately.
- Administering task orders.
- Terminating task orders for the convenience of the government.
- Terminating task orders for default after coordination with the NCO.
- Determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the contract and with input from the COR.
- Advising the RPM and NCO of performance problems or issues that impact the administration of the contract as a whole.
- Delegating certain contract administration responsibilities to authorized representatives (COR's).

G.1.5.1. Ordering Officials (OO)

1. The NCO may delegate authority to a warranted Contracting Officer to serve as an OO. While the OO does not have authority to modify the primary contract, they do have full authority to take any contract action regarding a task order within the limits of their contracting authority. They will delegate certain responsibilities to the COR for the day-to-day monitoring of Contractor performance. The OO for a task order will approve all task order changes via written task order modification.

2. Responsibilities of the OO's include, but are not limited to:

- Awarding task orders in accordance with Ordering Procedures in Section F, including documenting the decision appropriately.
- Administering task orders.
- Terminating task orders for the convenience of the government. Terminating task orders for default after coordination with the NCO.

4. Determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the contract and with input from the COR.

G.1.6. Contracting Officer Representative (COR)

The COR for a task order is the Lease Contracting Officer (LCO) for any lease award or leasing action resulting from the issued task order and is GSA's primary contact with the tenant agency. A COR will be delegated in writing and named on each task order. The COR is responsible for the Project orientation with the tenant agency and Contractor, for day-to-day monitoring of Contractor performance, for inspection, and acceptance of services and submissions, and for resolving problems and issues within their delegated authority. Responsibilities include reviewing, inspecting, and accepting deliverables to determine compliance with contract requirements; ensuring defects or omissions are corrected in said deliverables; conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; preparing performance evaluations and discussing them with the Contractor; reporting performance problems to the Regional Contracting Officer or Ordering Official and accepting services.

G.1.7. Tenant Agency

The tenant agency is the Federal client for whom leased space is being acquired. The tenant agency will assign a representative responsible for coordinating the project with GSA. The Contractor should coordinate with the tenant agency representative only to the extent directed by the COR. Any issues that may affect schedule, cost, or scope must be directed to and carefully coordinated with the COR. A tenant agency has no authority to direct Contractor performance, to change requirements provided to the Contractor by GSA, or to change the schedule or any other thing that might impact services ordered on a task order. The tenant agency shall direct requests for changes to the COR who, if appropriate, will submit a request for a modification of the task order to the Regional Contracting Officer or Ordering Official. If the tenant agency directly notifies the Contractor of a change in the requirements, the Contractor shall notify the COR who will coordinate the requested changes with the tenant agency.

G.2. FINANCE DATA – COMMISSIONS AND COMMISSION CREDITS

G.2.1 Commissions

1. The Offeror on the lease contract must include the amount of commission or fee paid to his agent(s), broker(s), property manager, developer, employee, or any other representative representing the owner in line 31, column (a) of GSA Form 1217 and the amount of commission offered to GSA's broker contractor in column (b) of the same form.
2. When offers in response to an RLP are evaluated as to aspects of reasonableness, the amount on line 31(b) of GSA Form 1217 (stipulating the amount to be paid to the broker) is to be evaluated just as any other annual cost on GSA Form 1217. If the amount is unreasonably low or unreasonably high, it is to be documented in the price negotiation memorandum along with all other points negotiated.
3. The Contractor will evaluate and negotiate the elements for each deal under the review and approval of the COR.
4. The Contractor shall document in the Lease:
   a. the total dollar value of the Commission,
   b. the commission percentage or dollar per square foot (whichever applies), and
   c. the total dollar value of the Commission Credit to be applied to shell rent at lease award. (Reference **Exhibit 6** Contractor Commission Agreement Template)
5. If the basis upon which the Commission is calculated changes between lease award and execution of the Final Lease Amendment, the Contractor shall adjust the Commission and

the Commission Credit accordingly and document such adjustment in the Final Lease Amendment as defined by the contract.

6. The Contractor shall receive the portion of the Commission allocated in accordance with the awarded task order when applicable. Prior to lease award, the COR will determine whether the broker has earned the Best Value Commission or Standard Commission. The Best Value Commission will only be earned where the financial terms of the successful lease offer, including the Best Value Commission and corresponding Commission Credit, is less than the present value cost of the estimated market lease (established through either Bullseye Report or the market midpoint as established by the COR) and the Contractor receives a Level 4 (Very Good) or better performance rating in all rating criteria for the previous rating period. If the Contractor does not meet the established criteria to earn the Best Value Commission after assessment, the Contractor shall receive the Standard Commission.
7. The Commission negotiated for a lease acquisition by the Contractor shall be based on a lease term not to exceed the firm term of the lease. Commissions will not be negotiated or collected on option periods of lease terms beyond the firm term.
8. If the Contractor collects a Commission from a lessor or other party and does not complete all services required by the Contract for satisfactory performance of the task order, the task order and/or contract may be terminated for default and the Contractor may be liable for a reduction in the Commission amount in whole or in part and any other damages to the Government.

G.2.2. Application of Commission Credits to the Lease

1. The Contractor shall have the Lessor credit to the lease transaction the Commission Credit to the shell rent as set forth in Section B.
2. However the Commission is negotiated between the successful offeror and broker is how the Commission and Commission Credit should be documented in the commission agreement and lease agreement.
3. Commission Credits will be evaluated when evaluating offers. In the Present Value Analysis credits will be reflected as a reduction to the shell rent applied as a one-time lump sum rental deduction or if the rental credit exceeds the monthly shell rental amount, the credit shall be applied in the shortest time period possible, in equal monthly amounts.

G.2.3. Termination of Lease Acquisition Task Order Prior to Completion

In the event a task order is terminated for the convenience of the Government or for default prior to award of a lease, the Government will not reimburse the Contractor for any costs associated with the task order.

G.2.4. Submission of Subcontracting Reports

1. For Offerors that are submitting a proposal in response to this solicitation (other than small business concerns) the subcontracting plan and goals for award to ~~Small Disadvantaged Business (SDB)~~ Small Business (SB) concerns will become a part of the contract.
2. The required subcontracting plan must be submitted and approved prior to award of a contract.
3. All targets for ~~SDB~~ SB participation, expressed as dollars and percentages of total contract value, in each authorized NAICS Industry Subsector, and a total target for ~~SDB~~ SB participation by the Contractor. As a reminder any substitutions of other than listed ~~SDB~~ SB participation

targets requires notification to the contracting officer.
4. Contractors shall utilize the Electronic SubContractor Reporting System (eSRS)
5. In accordance with FAR clause 52-219-9~~, (j) (1)~~ (d)(10) Small Business Subcontracting Plan, reports must be submitted by the dates specified at end of each reporting period in the eSRS system.
6. FAR Clause 52.219-~~25~~ -9 requires that all Contractors (Small and Other than Small) shall submit reports at the end of each contract performance period. ~~SDB~~ SB participation by the Contractor, including joint venture partners, and team members, and a total target for ~~SDB~~ SB participation by subcontractors targets shall be incorporated into, and become part of, any resulting contract.

GSA Leasing Support Services
Section H
SPECIAL CONTRACT REQUIREMENTS

H.1. QUALIFICATION REQUIREMENTS FOR CONTRACTOR'S FIRM

1. Contractor firms shall have a minimum of three years commercial real estate experience providing services in for the areas covered by the zones for which they will be submitting a proposal. Provided services should include lease acquisition services, such as performing market surveys, negotiating lease transactions, and preparing lease contract documents, in a geographic area similar to that required by this solicitation (zonal services in both rural and urban areas). Contract firms must demonstrate experience with managing a minimum of 50 full lease acquisitions over a five-year period.
2. Contractor must also demonstrate government lease project experience similar to the governmental high to moderate value lease projects described in this solicitation.
3. All Contractors are required to have licenses required by States, local, or other governing laws or regulations necessary to perform all contract services, including collecting commissions and crediting a percentage of the commission to the shell rent of a lease transaction.
4. All Contractors must complete and provide to the NCO a copy of the "Confidential Agreement Information" form (**Exhibit 12**), prior to receiving access to GREX or other Government controlled databases.

H.2. LOCATION OF CONTRACTOR'S OFFICERS

Please reference C.4.1.2 Contractor Office Location and Response Times.

H.3. PERSONNEL

H.3.1. Availability

Contractor personnel assigned to a task order shall be available during the Normal Regional Office Work hours, as described in Section C, where a task order is being performed.

H.3.2. Identification

In accordance with FAR 37.114(c) Contractor personnel who attend meetings or work in situations where their actions could be construed as acts of Government officials must be clearly identified as Contractor personnel.

H.3.3. Security Requirements and Personal Identity Verification Procedures (Non Classified Contract

Security requirements for this contract are significant and require time and effort to comply and be processed. As these requirements are subject to change by issuance of Statute or Executive Order, the methodology for application and processing will be provided at time of award. If changes occur during the term of the contract a modification will not be required. Contractors will be notified by the NCO in writing. See **Exhibit 13** for current procedures concerning GREX Access Procedures.

H.3.4. Security Language for IT Acquisition Efforts

H.3.4.1. Required Policies and Regulations for GSA Contracts

Contractors entering into an agreement for services to the General Services Administration (GSA) and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. The contractor shall meet and comply with all GSA IT Security Policies and all applicable GSA and NIST standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.

All GSA contractors must comply with the GSA policies below (these documents are all referenced within the GSA IT Security Policy).

- GSA Information Technology (IT) Security Policy, CIO P 2100.1.
- GSA Order CIO P 2181.1 "GSA HSPD-12 Personal Identity Verification and Credentialing Handbook", dated October 20, 2008.
- GSA Order CIO 2104.1, "GSA Information Technology (IT) General Rules of Behavior", dated July 3, 2003.
- GSA Order CPO 1878.1, "GSA Privacy Act Program", dated September 2, 2014.
- GSA IT Security Procedural Guide 04-26, "FISMA Implementation"."
- GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing"."
- GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk."
- GSA IT Security Procedural Guide 08-39, "FY 15 IT Security Program Management Implementation Plan."
- GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M)."

Contractors are also required to comply with Federal Information Processing Standards (FIPS), the "Special Publications 800 series" guidelines published by NIST, and the requirements of FISMA.

- Federal Information Security Management Act (FISMA) of 2002.
- Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996."
- Privacy Act of 1974 (5 U.S.C. § 552a).
- Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
- Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources", and Appendix III, "Security of Federal Automated Information Systems", as amended.
- OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
- FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
- FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- FIPS PUB 140-2, "Security Requirements for Cryptographic Modules."
- NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems."

- NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- NIST SP 800-37, Revision 1, "Guide for the Security Certification and Accreditation of Federal Information Systems."
- NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- NIST Special Publication 800-53 Revision 4, "Recommended Security Controls for Federal Information Systems."
- NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."

H.3.4.2. GSA Security Compliance Requirements

FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems", is a mandatory federal standard that defines the minimum security requirements for federal information and information systems in seventeen security-related areas. Contractor systems supporting GSA must meet the minimum security requirements through the use of the security controls in accordance with NIST Special Publication 800-53, Revision 4 (hereafter described as NIST 800-53), and "Recommended Security Controls for Federal Information Systems.

To comply with the federal standard, GSA must determine the security category of the information and information system in accordance with FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems", and then the contractor shall apply the appropriately tailored set of Low, Moderate, or High impact baseline security controls in NIST 800-53, as determined by GSA.

NIST 800-53 controls requiring organization-defined parameters (i.e., password change frequency) shall be consistent with GSA specifications. The GSA-specified control parameters and supplemental guidance defining more specifically the requirements per FIPS 199 impact level are provided in Appendix A, of this document.

The Contractor shall use GSA technical guidelines, NIST guidelines, Center for Internet Security (CIS) guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official.

H.3.4.3. Assessment and Authorization (A&A) Activities

The implementation of a new Federal Government IT system requires a formal approval process known as Assessment and Authorization (A&A). NIST Special Publication 800-37, Revision 1 (hereafter described as NIST 800-37) and GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk", give guidelines for performing the A&A process. The Contractor system/application must have a valid assessment and authorization, know as an Authority to Operate (ATO) (signed off by the Federal government) before going into operation and processing GSA information. The failure to obtain and maintain a valid ATO will be grounds for termination of the contract. The system must have a new A&A conducted (and signed off on by the Federal government)

at least every three (3) years or at the discretion of the Authorizing Official when there is a significant change to the system's security posture. All NIST 800-53 controls must be tested/assessed every 3 years or as defined by GSA policy.

Assessing the System

1. The Contractor shall comply with Assessment and Authorization (A&A) requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System's NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The contractor shall create, maintain and update the following A&A documentation:
    - System Security Plan (SSP) completed in agreement with NIST Special Publication 800-18, Revision 1. The SSP shall include as appendices required policies and procedures across 18 control families mandated per FIPS 200, Rules of Behavior, and Interconnection Agreements (in agreement with NIST Special Publication 800-47). The SSP shall include as an appendix, a completed GSA 800-53 Control Tailoring worksheet included in Appendix A of this guide. Column E of the worksheet titled "Contractor Implemented Settings" shall document all contractor implemented settings that are different from the GSA defined setting and where the GSA defined setting allows a contractor determined setting).
    - Contingency Plan (including Disaster Recovery Plan) completed in agreement with NIST Special Publication 800-34.
    - Contingency Plan Test Report completed in agreement with GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing."
    - Plan of Actions & Milestones completed in agreement with GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M)."
    - Penetration Test Reports documenting the results of vulnerability analysis and exploitability of identified vulnerabilities. Note: The penetration testing requirement applies to all systems categorized by GSA as FIPS 199 Low (Internet Accessible Systems), Moderate, and High impact information systems. Reference GSA IT Security Procedural Guide 06-30: "Managing Enterprise Risk", and 11-51, *Conducting Penetration Test Exercises* for penetration testing guidance;

    In addition to the above documentation, GSA recommends (not a requirement) the contractor employ code analysis tools to examine the software for common flaws and document results in a Code Review Report. The Code Review Report should be submitted as part of the A&A package. Reference NIST 800-53 control SA-11, Enhancement 1 for additional details.

2. Information systems must be assessed and authorized every three (3) years or whenever there is a significant change to the system's security posture in accordance with NIST Special Publication 800-37 Revision 1, "Guide for the Security Certification and Accreditation of Federal Information Systems", and CIO IT Security 06-30, "Managing Enterprise Risk ."
3. At the Moderate impact level and higher, the contractor or Government (as determined in the contract) will be responsible for providing an independent Security Assessment/Risk Assessment in accordance with GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk."

4. If the Government is responsible for providing a Security Assessment/Risk Assessment and Penetration Test, the Contractor shall allow GSA employees (or GSA designated third party contractors) to conduct Assessment and Authorization (A&A) activities to include control reviews in accordance with NIST 800-53/NIST 800-53A and GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk". Review activities include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of GSA information. This includes the general support system infrastructure.

5. Identified gaps between required 800-53 controls and the contractor's implementation as documented in the Security Assessment/Risk Assessment report shall be tracked for mitigation in a Plan of Action and Milestones (POA&M) document completed in accordance with GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M)." Depending on the severity of the gaps, the Government may require them to be remediated before an Authorization to Operate is issued.

6. The Contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

Authorization of the System

1. Upon receipt of the documentation (Security Assessment Package, (SAP)) described in GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk" and NIST Special Publication 800-37 as documented above, the GSA Authorizing Official (AO) for the system (in coordination with the GSA Chief Information Security Officer (CISO), system Program Manager (PM), Information System Security Manager (ISSM), and Information System Security Officer (ISSO)) will render an authorization decision to:
    - Authorize system operation w/out any restrictions or limitations on it operation;
    - Authorize system operation w/ restriction or limitation on its operation, or;
    - Not authorize for operation.

2. The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. At its option, the Government may choose to conduct on site surveys. The Contractor shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the hosting Contractor's supervision.

H.3.4.4. Reporting and Continuous Monitoring

Maintenance of the security authorization to operate will be through continuous monitoring of security controls of the contractors system and its environment of operation to determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to GSA per the schedules below. The submitted deliverables (or

lack thereof) provide a current understanding of the security state and risk posture of the information systems. They allow GSA authorizing officials to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur.

Deliverables to be provided to the GSA COTR/ISSO/ISSM Quarterly

1. Plan of Action & Milestones (POA&M) Update
Reference: NIST 800-53 control CA-5
Contractor shall provide POA&M updates in accordance with requirements and the schedule set forth in GSA CIO IT Security Procedural Guide 09-44, "Plan of Action and Milestones."

2. Vulnerability Scanning
Reference: NIST 800-53 control RA-5
Contractor shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans. Scan results shall be managed and mitigated in Plans of Action and Milestones (POA&Ms) and submitted together with the quarterly POA&M submission.

Deliverables to be provided to the GSA COTR/ISSO/ISSM Annually

1. Updated A&A documentation including the System Security Plan and Contingency Plan

   i. System Security Plan
   Reference: NIST 800-53 control PL-2
   Contractor shall review and update the System Security Plan annually to ensure the plan is current and accurately described implemented system controls and reflects changes to the contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, Guide for Developing Security Plans.
   ii. Contingency Plan
   Reference: NIST 800-53 control CP-2
   Contractor shall provide an annual update to the contingency plan completed in accordance with NIST 800-34, Contingency Planning Guide.

2. User Certification/Authorization Review Documents
Reference: NIST 800-53 control AC-2
Contractor shall provide the results of the annual review and validation of system users' accounts to ensure the continued need for system access. The user certification and authorization documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures.

3. Separation of Duties Matrix
Reference: NIST 800-53 control AC-5
Contractor shall develop and furnish a separation of duties matrix reflecting proper segregation of duties for IT system maintenance, management, and development processes. The separation of duties matrix will be updated or reviewed on an annual basis.

4. Information Security Awareness and Training Records
   Reference: NIST 800-53 control AT-4
   Contractor shall provide the results of security awareness (AT-2) and role-based information security technical training (AT-3). AT-2 requires basic security awareness training for employees and contractors that support the operation of the contractor system. AT-3 requires information security technical training to information system security roles. Training shall be consistent with the requirements contained in C.F.R. Part 5 Subpart C (5 C.F.R 930.301) and conducted at least annually.

5. Annual FISMA Assessment
   Reference: NIST 800-53 control CA-2
   Contractor shall deliver the results of the annual FISMA assessment conducted per GSA CIO IT Security Procedural Guide 04-26, "FISMA Implementation". The assessment is completed using the GSA on-line assessment tool.

6. System(s) Baseline Configuration Standard Document
   Reference: NIST 800-53 control CM-2
   Contractor shall provide a well defined documented, and up-to-date specification to which the information system is built.

7. System Configuration Settings
   Reference: NIST 800-53 control CM-6
   Contractor shall establish and document mandatory configuration settings for information technology products employed within the information system that reflects the most restrictive mode consistent with operational requirements. Configuration settings are the configurable security-related parameters of information technology products that compose the information system. Systems should be configured in agreement with GSA technical guidelines, NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official. System configuration settings will be updated or reviewed on an annual basis.

8. Configuration Management Plan
   Reference: NIST 800-53 control CM-9
   Contractor shall provide an annual update to the Configuration Management Plan for the information system.

9. Contingency Plan Test Report
   Reference: NIST 800-53 control CP-4
   Contractor shall provide a contingency plan test report completed in accordance with GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing." A continuity test shall be conducted annually prior to mid-July of each year. The continuity test can be a table top test while the system is at the "Low Impact" level. The table top test must include Federal and hosting Contractor representatives. Moderate and High impact systems must complete a functional exercise at least once every three years.

10. Incident Response Test Report
    Reference: NIST 800-53 control IR-3
    Contractor shall provide an incident response plan test report documenting results of incident reporting process per GSA IT Security Procedural Guide 01-02, “Incident Handling.”

11. Results of Physical Security User Certification/Authorization Review
    Reference: NIST 800-53 control PE-2
    Contractor shall provide the results of annual reviews and validations of physical access authorizations to facilities supporting the contractor system to ensure the continued need for physical access.

12. Results of Review of Physical Access Records
    Reference: NIST 800-53 control PE-8
    Contractor shall provide the results of annual reviews and validations of visitor access records to ensure the accuracy and fidelity of collected data.

13. Information System Interconnection Agreements
    Reference: NIST 800-53 control CA-3
    The contractor shall provide updated Interconnection Security Agreements (ISA) and supporting Memorandum of Agreement/Understanding (MOA/U), completed in accordance with NIST 800-47, “Security Guide for Connecting Information Technology Systems”, for existing and new interconnections. Per NIST 800-47, an interconnection is the direct connection of two or more IT systems for the purpose of sharing data and other information resources through a pipe, such as ISDN, T1, T3, DS3, VPN, etc. Interconnections agreements shall be submitted as appendices to the System Security Plan.

14. Rules of Behavior
    Reference: NIST 800-53 control PL-4
    Contractor shall define and establish Rules of Behavior for information system users. Rules of Behavior shall be submitted as an appendix to the System Security Plan.

15. Personnel Screening and Security
    Reference: NIST 800-53 control PS-3, NIST 800-53 control PS-7
    Contractor shall furnish documentation reflecting favorable adjudication of background investigations for all personnel (including subcontractors) supporting the system. Contractors shall comply with GSA order 2100.1 – IT Security Policy and GSA Order CIO P 2181 – HSPD-12 Personal Identity Verification and Credentialing Handbook. GSA separates the risk levels for personnel working on Federal computer systems into three categories: Low Risk, Moderate Risk, and High Risk.

    - Those contract personnel (hereafter known as “Applicant”) determined to be in a Low Risk position will require a National Agency Check with Written Inquiries (NACI) investigation.

    - Those Applicants determined to be in a Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI) based on the Contracting Officer’s (CO) determination.

- Those Applicants determined to be in a High Risk position will require a Background Investigation (BI).

The Contracting Officer, through the Contracting Officer's Technical Representative or Program Manager will ensure that a completed Contractor Information Worksheet (CIW) for each Applicant is forwarded to the Federal Protective Service (FPS) in accordance with the GSA/FPS Contractor Suitability and Adjudication Program Implementation Plan dated 20 February 2007. FPS will then contact each Applicant with instructions for completing required forms and releases for the particular type of personnel investigation requested.

Applicants will not be reinvestigated if a prior favorable adjudication is on file with FPS or GSA, there has been less than a one year break in service, and the position is identified at the same or lower risk level.

Once a favorable FBI Criminal History Check (Fingerprint Check) has been returned, Applicants may receive a GSA identity credential (if required) and initial access to GSA information systems. The HSPD-12 Handbook contains procedures for obtaining identity credentials and access to GSA information systems as well as procedures to be followed in case of unfavorable adjudications.

Deliverables to be provided to the GSA COTR/ISSO/ISSM Biennially

1. Policies and Procedures
   Contractor shall develop and maintain current the following policies and procedures:

   I. Access Control Policy and Procedures (NIST 800-53 AC-1)
   II. Security Awareness and Training Policy and Procedures (NIST 800-53 AT-1)
   III. Audit and Accountability Policy and Procedures (NIST 800-53 AU-1)
   IV. Identification and Authentication Policy and Procedures (NIST 800-53 IA-1)
   V. Incident Response Policy and Procedures (NIST 800-53 IR-1, reporting timeframes are documented in GSA CIO IT Security Procedural Guide 01-02, Incident Handling
   VI. System Maintenance Policy and Procedures (NIST 800-53 MA-1)
   VII. Media Protection Policy and Procedures (NIST 800-53 MP-1)
   VIII. Physical and Environmental Policy and Procedures (NIST 800-53 PE-1)
   IX. Personnel Security Policy and Procedures (NIST 800-53 PS-1)
   X. System and Information Integrity Policy and Procedures (NIST 800-53 SI-1)
   XI. System and Communication Protection Policy and Procedures (NIST 800-53 SC-1)
   XII. Key Management Policy (NIST 800-53 SC-12)

H.3.4.5. Additional Stipulations (as applicable)

1. The deliverables identified in section 1.4 shall be labeled "CONTROLLED UNCLASSIFIED INFORMATION" (CUI) or contractor selected designation per document sensitivity. External transmission/dissemination of FOUO and CUI to or from a GSA computer must be encrypted. Certified encryption modules must be

used in accordance with FIPS PUB 140-2, “Security requirements for Cryptographic Modules.”

2. Federal Desktop Core Configuration
The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows. The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default “program files” directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with FDCC Scanner capability to certify their products operate correctly with FDCC configurations and do not alter FDCC settings.

3. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the contractor shall implement requirements in FAR clause 52.224-1, “Privacy Act Notification” and FAR clause 52.224-2, “Privacy Act.”

4. The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government’s agent.

5. The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor’s IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards:

    i. The Contractor shall not publish or disclose in any manner, without the Task Ordering Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this Task Order or otherwise provided by the Government. *Exception - Disclosure to a Consumer Agency for purposes of A&A verification. <List any other exceptions as necessary>*

    ii. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor shall afford the Government logical and physical access to the Contractor’s facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:

        - Authenticated and unauthenticated operating system/network vulnerability scans
        - Authenticated and unauthenticated web application vulnerability scans
        - Authenticated and unauthenticated database application vulnerability scans

Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools. If the vendor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of vendor-conducted scans shall be provided, in full, to the Government.

iii. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

H.3.5. Tenant Agency Security Requirements

1. A Contractor is required to comply with all security requirements of a tenant agency on task orders and in buildings where work is performed. The Contractor is responsible for coordinating with a tenant agency and providing all information required of him/her or his/her employees for any required clearance. Employees that cannot meet security or clearance requirements will not be allowed to work on a task order or in, or around, an agency's space. Certain agencies may require that employees be escorted and/or that work only be performed during normal duty hours of the tenant agency. For example, Contractor personnel must be cleared by the FBI prior to working on a task order for the FBI.

2. When a controlled personnel identification system is used by a tenant agency at a site where work is performed, the tenant agency will provide any required identification. Each employee of the Contractor must have in his/her possession while on the premises the identification issued by the agency. The identification shall be displayed at all times or as required by the agency. The Contractor shall return all Government identification to the issuing agency when an employee is terminated or upon expiration of the task order.

H.3.6. Standards of Conduct

The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and is responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Each employee is expected to adhere to standards of behavior that reflect credit on him/herself, his/her employer, and the Federal Government.

H.3.7. Removal from Contract Work

1. The NCO may request that the Contractor immediately remove any contract employee(s) from contract work who the Government deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

2. The NCO may also request that the Contractor immediately remove any employee(s) from contract work should it be determined that individuals have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties.

3. The Contractor must comply with any removal request. For clarification, a determination of unfit may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
   a. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
   b. Violation of Federal, State, or local law.
   c. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
   d. Neglect of duty, unreasonable delays, or failures to carry out assigned tasks.
   e. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
   f. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities that interfere with the normal and efficient operations of the Government.
   g. Theft, vandalism, immoral conduct, or any other criminal actions.
   h. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
   i. Improper use of official authority or credentials.
   j. Unauthorized use of communications equipment on Government property.
   k. Violation of security procedures or regulations.
   l. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

4. The NCO will make all determinations regarding the removal of an employee(s), except under certain conditions. When the NCO is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the RCO/OO for the task order or the COR will have the authority to immediately remove the contract employee from contract work. Law enforcement officers of the Federal Protective Service (Police Officers, Physical Security Specialists, or Criminal Investigators) will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interests of the Government, security, or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population. The NCO shall be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The NCO will make all official notifications to the Contractor. In the event of a dispute, the NCO will make the final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

5. The Contractor is responsible for providing replacement employees if contract employees are removed from contract work.

H.3.8. PERSONNEL QUALIFICATIONS

H.3.8.1. General

1. The Contractor shall ensure that employees, including manager(s) and subcontractor personnel have the required certifications, licenses, experience, and training specified in the contract in order to efficiently and effectively perform the services. If requested by the NCO, RCO, or their designees, Contractors may be required to submit resumes for personnel proposed to perform duties required under this contract. At a minimum, resumes should address education, experience, knowledge and expertise of the person, and suitability for the particular task order to which they are assigned. Contractor and subcontractor personnel must have commercial real estate experience and Federal leasing experience or training as specified in H.7. The Federal leasing process is not comparable to the commercial real estate process. It is critical to the successful integration of Contractor personnel into the Federal process that they possess the necessary training and experience to carry out the transaction without requiring training from GSA CORs.

2. The Contractor shall utilize the personnel named or otherwise identified to perform the services for each task order. In the event personnel, other than the designated personnel, are proposed to perform the services, the Contractor shall notify the National and Regional Contracting Officer and provide a complete resume for proposed substituted personnel. The National Contracting Officer will notify the Contractor if the proposed change is approved. No delay in Contractor performance will be allowed as a result of the Contractor's substitution of personnel.

3. While the Contractor may have several personnel performing work in connection with a task order, one person with overall responsibility for successful completion of the task order must be designated for each task order.

4. Contractors and their subcontractors must be licensed brokers who have the authority to collect commissions on behalf of the Contractor for all locations where services may be required. It is the Contractor's responsibility to obtain all required State or other licenses required to perform services described in the contract for the assigned zones by contract award.

5. Subcontractor firms and their personnel must meet the same standards as the Contractor's personnel. The prime Contractor is responsible for all work performed by their subcontractors.

H.3.8.2 Project Manager(s)

1. The Contractor must provide a Zonal Project Manager for the overall contract who will be the primary contact for the NCO and the NPM for matters related to the contract. The Contract has the option to provide an alternate Zonal Project Manager. The Zonal Project Manager and alternate (if applicable) are key personnel and must have the full authority to make decisions on behalf of the Contractor and must be available on a daily basis. In addition, a primary contact for each GSA Regional Office must be designated and available on a daily basis to respond to issues on matters related to task orders awarded for the Region as counterpart to the Regional Program Officials.

2. The Zonal Project Manager and alternate are considered key personnel and résumés for these individuals must be included as part of the technical proposal as stated in Section L. The Zonal Project Manager designated as the national contact for interface with the NCO, NPM, and NCOR may be the same person or a different person than the designee for the regional

contacts. However, the regional contact person must be available on a daily basis to respond to concerns related to task orders issued by a specific Region during the Region's normal work hours. In the event the designated regional contact is unavailable, an alternate contact with the same authority shall be available.

3. The Key Personnel identified in this paragraph may not be replaced without prior approval by the NCO and the NPM after a review of experience, training, and other qualifications. Key personnel replacements will not be approved under this contract for the first twelve (12) months of the contract, except under extraordinary circumstances.

H.3.8.3 Leasing Personnel

Commercial real estate services described in the contract must be performed by licensed, qualified commercial real estate personnel with a minimum of three years experience in performing commercial real estate transactions (tenant or owner representation services) similar to those described in the contract. They shall have a thorough knowledge of the local real estate market for the delineated area for the lease acquisition, know which areas fit a client's needs and budget, and be familiar with local zoning laws, etc. They must be fully familiar with the requirements of the contract and with all Federal laws and regulations that must be followed for a Federal lease acquisition. They must have completed Federal Leasing procurement courses identified in Section H, prior to beginning work on this contract. The Contractor is required to meet all State and local licensing requirements for their personnel performing lease transactions for any location where services may be required. Personnel assigned to a task order shall be available during the normal work hours of the Region where work is being performed. If multiple personnel will perform services in connection with a task order, a primary contact with overall responsibility for successful completion of the task order must be identified for each task order. Substitutions of approved leasing personnel may not occur without prior approval by the NCO.

H.4. RESTRICTIONS ON OTHER WORK

1. Contractors may not provide similar contract services, as described in this contract, to a GSA customer agency for an agency's requirement that has already been tasked by GSA to another contractor under this contract. Contractors must request a review by the NPM prior to providing any real property related services to a GSA customer agency.
2. Upon award of a task order, Contractors shall disclose that they are acting as an exclusive representative of GSA for the transaction, and no other entity is representing GSA on the transaction.
3. The Contractor, its employees, or subcontractors and their employees, performing services under any task order issued hereunder shall neither solicit other work to be performed under this GSA contract nor accept additional work under this contract from any Federal agency other than GSA.
4. The Contractor must represent themselves as a GSA Contractor and shall not, while representing GSA, market their company or services of their company to GSA customer agencies or property owners, nor accept any work from GSA customer agencies (either as a prime or subcontractor) that is similar to the requirements described herein, while conducting GSA business.
5. A customer agency is an agency that is required to use GSA / PBS for its leasing requirements. Questions concerning who is a customer agency shall be directed to the NPM.

H.5. ORGANIZATIONAL CONFLICTS OF INTEREST

A. General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

B. Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest that might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation as an offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential offeror; and a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior task orders.

C. Definitions. For purposes of this clause

1. "Contractor" means an individual or other legal entity that:
    a. Directly or indirectly (e.g. through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills or lading, or a subcontract under a Government contract; or
    b. Conducts business, or reasonably may be expected to conduct business, with the Government as an agency or representative of another contractor, and
    c. Includes the Contractor; any of the Contractor's parents, affiliates, or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

2. "Parent" means a business concern, organization, or individuals that has/have a controlling interest in another business concern, organization, or individual. Controlling interests includes, but are not limited to, ownership of more than one-half interest.

3. "Affiliates" mean a business concern, organization, or individuals that, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Control includes, but is not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a Contractor which has the same or similar management, ownership, or principal employees as the contract that was debarred, suspended, or proposed for debarment.

D. Restrictions. As a condition of its award of this contract and in addition to other requirements of this contract regarding Contractors ethics program and reporting requirements, and the safeguarding of information, the Contractor agrees:

1. To establish a "conflict wall", in form and manner satisfactory to the Contracting Officer. Any such "conflict wall" shall, at a minimum:
   - Inform all members of the Contractor of the existence of the "conflict wall" and the restrictions set forth in this Clause;
   - Ensure the establishment and maintenance, during the term of this Contract, of separate electronic file servers and other electronic safeguards to prevent access to documents, files, and information related to Contractor's work under this Contract to other than Contractor personnel working under this Contract, including Contractor personnel representing building owners or lessors;
   - Ensure that paper files and documents are kept, safeguarded, and maintained in separate, secure locations that will preclude access to Contractor personnel not working under this Contract, including Contractor personnel representing building owners or lessors; and
   - Be maintained at all times during the term of this Contract.

2. To remain subject, during the term of the Contract, to periodic inspection and verification of the "conflict wall" and the processes and procedures to be maintained in connection therewith.

3. To execute, in connection with any awarded Task Order under this Contract, such certifications as the Contracting Officer may deem necessary and appropriate confirming the continuing existence of the "conflict wall" and the processes and procedures included there under including **Exhibits 5a, 5b, and 5c**.

4. That none of the Contractor's personnel, (including without limitation, employees, consultants or subcontractors) may participate as both a GSA representative and as a representative of an offeror on a GSA lease transaction. Such a ban will be in effect for the duration of the lease transaction.

5. That none of the Contractor's personnel, (including without limitation, employees, consultants, or subcontractors), who have a personal financial interest in a potential or actual offeror for a lease transaction, may participate as a GSA representative on that GSA lease transaction.

6. That none of the Contractor's personnel, (including without limitation, employees, consultants, or subcontractors) performing work under this Contract will participate, in any capacity, in providing any advice or representation to a building owner, representative, or Lessor or other third-party in connection with any GSA lease transaction in the same market while an individual is performing service under this contract and for an additional period of six (6) months following conclusion of an individual's work under the Contract.

7. That any person performing services under this Contract shall be and remain, during the term of this Contract, ineligible to share in any fees or commissions received by or payable to Contractor by virtue or Contractor's representation of a building owner, representative, lessor or other third-party in a lease transaction involving the Government; ***provided***, any such person shall be entitled to share in any payment made to Contractor under this Contract.

8. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute such Confidentiality and Nondisclosure Agreements, or other documents which the Contracting Officer, in his/her sole discretion,

may require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract. Such Agreements or documents may provide that violations of their terms may result in criminal and civil penalties in accordance with, among other laws and regulations, 41 U.S.C. §423. Failure of the Contractor to provide required Agreements or documents under this paragraph from all required personnel may result in termination of Contractor's work under the task order at issue at no cost to the Government. Repeated violations may result in the termination of this Contract.

9. That the Contractor and all personnel performing work in connection with an awarded task order under this Contract are required to execute the agreements contemplated by Section 9.505-4(b) of the Federal Acquisition Regulation, 48 C.F.R. §9.505-4(b).

10. That all personnel performing services under this Contract will treat any and all information generated and received in connection with their work as proprietary and confidential, continue to do so in perpetuity, and disclose and utilize such information only in connection with their work under the Contract.

11. That upon receipt of a task order request, to immediately notify the Contracting Officer of any potential organizational or individual conflict of interest that would prevent or limit the Contractor's ability to perform the work requested. If any such conflict is identified, consistent with the other requirements and restrictions of this Clause, the Contractor shall provide the certification that the “conflict wall” is in place and any other documents that may be required by the Contracting Officer pursuant to paragraph (D) 3. above. Contractor shall continue performance of the request, unless notified in writing by the Contracting Officer; ***provided*** that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to the Government. At the lease solicitation phase, Contractor shall provide executed dual agency notifications and agreements from any interested parties affected by the Contractor's performance of work related to the task order. See Exhibit 5c.

12. To immediately notify the Contracting Officer of any organizational or individual conflict of interest discovered during the Contractor's performance of work pursuant to a Government-issued task order; ***provided*** that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on the Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to the Government. If at or after the lease solicitation phase, the Contractor shall provide executed dual agency notifications and agreements from any interested parties affected by the Contractor's performance of work related to the task order.

13. That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract or an individual task order at no cost to the Government; ***provided*** that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.

14. To include this Conflict of Interest clause, including this subparagraph, in all of Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's interests hereunder) which involve the performance of work by subcontractors in support of this Contract.

15. That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of Contractor's breach of any of the above restrictions.

H.6. SENSITIVE BUT UNCLASSIFIED (SBU) INFORMATION

1. Sensitive But Unclassified (SBU) building information is contained in any document with information that is sufficiently sensitive to warrant some level of protection from disclosure but does not warrant classification.
2. GSA policy is contained in PBS_P_3490.2_Document_Security_for_Sensitive_But_Unclassified_Building_Information_-_(Signed_on_September_2__2014). A copy of the order is contained in **Exhibit 2**. This solicitation contains instructions on the proper identification, handling, and reporting of violations under Section I. The order prescribes protection of SBU Building Information uniformly across the GSA user community and provides consistent guidance to GSA associates, contractors, and subcontractors about what GSA considers to be SBU Building Information and how to safeguard it.

H.7. POST AWARD ORIENTATION AND TRAINING

1. After award, key Contractor personnel shall attend an orientation to be provided by GSA in order to review contract requirements, discuss procedures for interfacing with the Government personnel responsible for ordering, monitoring, and approving the Contractor's performance and submissions, and to provide other appropriate orientation materials. It is anticipated this orientation will take 3 to 4 days. The cost to attend the orientation will not be reimbursed by the Government. At a minimum, the Contractor's key personnel, the primary contacts for the NCO, NPM, NCOR, and regional project managers shall attend orientation. Other attendees are at the discretion of the Contractor. The location for the training will be determined after contract award. The number of slots available for Contractor attendees will be limited to approximately 15 per Contractor. The exact number of slots will be determined after award.

2. Commercial training is available on Federal Lease Law and Acquisition. Contractor personnel are required to know and understand the Federal laws and regulations related to the acquisition of leased space in order to perform satisfactorily on the contract. It is GSA's experience that it takes up to five years to train a Federal Leasing Specialist in-house. Given the differences in Commercial Real Estate and Federal Real Estate laws and processes, the minimum training required to begin work under this contract is stated below. If time is not sufficient between award of the contract and Notice to Proceed on a task order to complete temporary approval may be granted with the understanding that all must be completed within three months of Notice to Proceed. Personnel who do not demonstrate sufficient knowledge to perform functions will not be allowed to perform work and may be removed under Section H.3.6. The Contractor will not be reimbursed for any costs associated with training.

3. Contractor personnel who perform lease acquisition functions shall meet the following training requirements prior to beginning work on this contract.

a. Contract personnel with three years of documented commercial real estate experience and documented evidence of completion of the following courses Lease

Acquisition Training, Cost and Price Analysis of Lease Proposals, and Federal Real Property Lease Law, may complete all aspects of Requirements Development and Lease Acquisition including, but not limited to, Market Analysis, Market Surveys, and negotiating GSA's lease transactions.

b. For Post Award Services, Contractor personnel must have three years of documented acquisition related commercial real estate experience specific to build out of a facility and bringing the lease transaction to occupancy. As related to brokerage tenant representation services, the firm must show how Contractor personnel have a relevant understanding of the construction industry, terminology, documentation, and design disciplines. Additionally, these personnel must be familiar with reviewing drawings for conformance of lease contract shell and agency requirements as well as possessing the knowledge to separate shell versus tenant improvement requirements within a bid proposal. The personnel should be familiar with the change-order process for tenant improvement projects. They should be able to communicate project constraints/risks during buildout to the project team and communicate when key construction milestones are not met. Finally, the Contractor personnel should be able to frequently provide value engineering ideas and opportunity for savings regularly from design through occupancy and possess documented experience with completing punch list items for inspection of buildout.

c. The Contractor shall submit required documentation of commercial real estate experience and evidence of course completion within 90 days of award to be updated as necessary to the NCO.

d. Certain undergraduate/graduate level, State-certified course work, and relevant industry specific certifications may be substituted for the specific courses stated above, on a case by case basis as determined appropriate by the NCO and the NPM.

e. If a Subcontractor will be used to perform any function of the lease transaction, it is the responsibility of the Prime Contractor to ensure they are trained in the task they are to perform. The Subcontractor must be provided with the tools to ensure the task is completed and performed in accordance with Government Standards and guidelines.

4. During the term of the contract, GSA may hold "In-house" training on various subjects related to lease acquisition work that the Contractor may be invited to attend. There is no charge for the training. If Contractor personnel attend, it shall be at their own cost.
This training may at times be available via conference call or computer based training modules.

H.8. G-REX APPLICATION USE AND PROCEDURES

H.8.1. G-REX Application

1. The G-REX application is a framework application supporting the leasing process.
G-REX is a mission critical system that requires a Leasing Specialist / Lease Contracting Officer / Contractor to perform essential lease procurement tasks to award a lease as well as perform post occupancy services consistent with National policy and guidance, alignment with gPM principles of project management/scheduling/task completion, and provides vital lease and productivity data collection for future lease process improvement. Its workflow mechanism manages the comprehensive lifecycle of a leasing transaction from identification of customer

space requirements through the closing of the lease. The G-REX application provides consistency in the customer requirements development process and project delivery while enabling improved efficiency and customer satisfaction. It is a tool to improve communication by allowing the project team to electronically and instantaneously interact with the other business roles involved with the leasing process, including broker Contractors.

2. GSA associates and support contractors are required to use the G-REX application for all activities associated with broker projects.

GSA Leasing Support Services
Section I
CONTRACT CLAUSES

This contract uses no appropriated funds. Deviations to normal clause language have been approved for clauses marked Deviation. These clauses are incorporated in full text because they contain approved Deviations to Federal Acquisition Regulation (FAR) language. The estimated contract total value (as estimated by total available commissions) per contract (including all option periods, assuming task orders are issued equally), per Zone is:

Northern Service Area (Zone 1): $32,000,000.00

Southern Service Area (Zone 2): $31,000,000.00

Western Service Area (Zone 3): $25,000,000.00

National Capital Service Area (Zone 4): $33,000,000.00

SERVICE CONTRACT CLAUSES
(FIXED PRICE)

FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.acquisition.gov/comp/far/index.html (End of clause)

I. CLAUSES INCORPORATED BY REFERENCE:

A. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES:

CATEGORY	CLAUSE	REFERENCE	TITLE
GENERAL	1.	FAR 52.202-1	DEFINITIONS (NOV 2013)
	2.	GSAR 552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)
	3.	FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
	4.	GSAR 552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)
	5.	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
STANDARDS OF CONDUCT	6.	FAR 52.203-3	GRATUITIES (APR 1984)
	7.	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
	8.	FAR 52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
	9.	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

	10.	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
	11.	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
	12.	FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
	13.	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR2014)
	14.	FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
	15.	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)
INSURANCE	16.	FAR 52.246-25	LIMITATION OF LIABILITY-SERVICES (FEB 1997)
BUY AMERICAN	17.	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

CATEGORY	**CLAUSE**	**REFERENCE**	**TITLE**
ENVIRONMENTAL	18.	FAR 52.204-4	PRINTING/OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
LABOR STANDARDS	19.	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
	20.	FAR 52.222-3	CONVICT LABOR (JUN 2003)
	21.	FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)
	22.	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
	23.	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
	24.	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
	25.	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
	26.	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
	27.	FAR 52.222-54	EMPLOYMENT ELIGBILITY VERFICATION (AUG 2013)
	28.	FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)
	29.	FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
SUBCONTRACTING & SMALL BUSINESS PROGRAMS	30.	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
	31.	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
	32.	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

	33.	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
	34.	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
	35.	FAR 52.219-14	LIMITATION ON SUBCONTRACTING (NOV 2011)
	36.	FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
	37.	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
	38.	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)
	39.	GSAR 552.219-75	GSA MENTOR-PROTÉGÉ PROGRAM (SEP 2009)
	40.	GSAR 552.219-76	MENTOR REQUIREMENTS AND EVALUATION (MAR 2012)
TAXES	41.	FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
CATEGORY	**CLAUSE**	**REFERENCE**	**TITLE**
	42.	FAR 52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS (FEB 2013)
PERFORMANCE	43.	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
	44.	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)
AUDITS	45.	FAR 52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
DISPUTES	46.	FAR 52.233-1	DISPUTES (MAY 2014) - ALT I (DEC 1991)
	47.	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
PATENTS, DATA & COPYRIGHTS	48.	FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
	49.	FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
	50.	FAR 52.227-3	PATENT INDEMNITY (APR 1984)
TERMINATION	51.	FAR 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
COST ACCOUNTING STANDARDS	52.	FAR 52.230-2	COST ACCOUNTING STANDARDS (MAY 2014)
	53.	FAR 52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)
	54.	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
PROTESTS	55.	FAR 52.233-2	SERVICE OF PROTEST (SEP 2006)
	56.	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
IT RESOURCES/ SECURITY	57.	FAR 52.204-2	SECURITY REQUIREMENTS (AUG 1996)
	58.	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
	59.	FAR 52.224-2	PRIVACY ACT (APR 1984)

	60.	FAR 52.239-1	PRIVACY OR SECURITY SAFEGARDS (AUG 1996)
	61.	GSAR 552.236-75	USE OF PREMISES (APR 1984)
	62.	GSAR 552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION (JUN 2011)
	63.	GSAR 552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2012)
OTHER	64.	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
	65.	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
	66.	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 13)

CATEGORY	**CLAUSE**	**REFERENCE**	**TITLE**
	67.	FAR 52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
	68.	FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)
	69.	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
	70.	FAR 52.210-1	MARKET RESEARCH (APR 2011)
	71.	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
	72.	FAR 52.242-13	BANKRUPTCY (JUL 1995)
	73.	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)

II. CLAUSES INCORPORATED IN FULL TEXT: The complete text of the contract clauses listed below is provided in this Section.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES:

I.1. 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984) DEVIATION

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall **not** be liable for payment for any services rendered before the effective date of termination.

I.2. 52.216-19 ORDER LIMITATIONS (OCT 1995) DEVIATION

Change clause to read: “There is no minimum or maximum order limitation for this contract. The contractor is required to accept all task orders unless the Contracting

Officer for the task order determines that a conflict of interest exists which would preclude the contractor from performing the work."

I.3. 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE III (APR 1984) DEVIATION

a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed:
   1. Description of services to be performed.
   2. Time of performance (i.e., hours of the day, days of the week, etc.).
   3. Place of performance of the services.
   4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
   5. Method of shipment or packing of supplies.
   6. Place of delivery.

b) **If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the delivery schedule and shall modify the task order. No adjustment in contract price shall be made.**

c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

I.4. 52.243-7 NOTIFICATION OF CHANGES (APR 1984) DEVIATION

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days

from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;
(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
(2) Countermand any communication regarded as a change;
(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause,

advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) in the contract delivery schedule; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) of this clause.

(End of clause)

I.5. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)--DEVIATION

(a) This clause does not apply to small business concerns. The term "dollars" in this clause is defined to mean the total estimated amount of commissions.

(b) *Definitions*. As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.,* division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and

Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business

concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all

contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

GSA Leasing Support Services
Section J
List of Exhibits

Exhibits

Exhibit 1 – Geographic Zonal Map

Exhibit 2 – Laws, Statutes, Executive Orders, Regulations
Comment: Include LDG, LFC checklist for the different models, RSLs & national policy.

Exhibit 3 - Reserved

Exhibit 4 –BullsEye Methodology

Exhibit 5A, 5B, 5C Conflict of Interest, Non-Disclosure Statement, & Dual Agency Disclosure Statement

Exhibit 6 – Commission Agreement

Exhibit 7 – CBSA and MSA Ranking

Exhibit 8 – Agency Long Term Space Requirements Needs Interview Questionnaire

Exhibit 9 - Implementation of OMB Memorandum M-12-12 Section 3: Freeze the Footprint

Exhibit 10 – Market Analysis

Exhibit 11 – Attachment A to TI PNM

Exhibit 12 – Confidential Agreement Information Form

Exhibit 13 – GREX Access Procedures