GLS *Plus*
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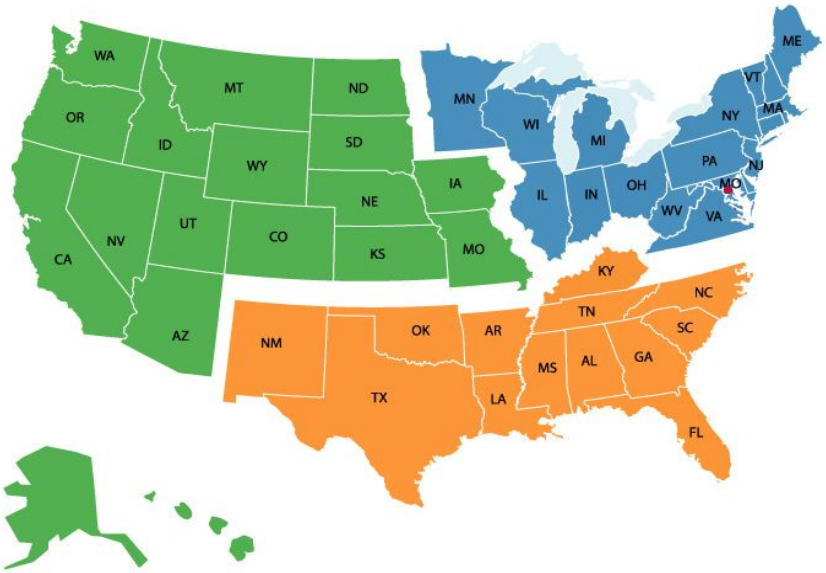
SECTION B - SERVICES AND PRICES

B.1. SERVICES

The services to be provided are in support of the General Services Administration (GSA), Public Buildings Service (PBS), Office of Leasing. The services 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 GSA Regions) as listed here.



ZONAL SERVICE AREA	ZONE NUMBER	GSA PBS REGIONS
Northern	1*	1, 2, 3, 5
Southern	2	4, 7
Western	3	6, 8, 9, 10
National Capital	4	11

**Commonwealth of Puerto Rico and the U.S. Virgin Islands are serviced under Zone 1.*

Prior to performance of any contract services, a task order will be awarded in accordance with the ordering procedures stated in Section F.3. Contractors shall accept only written task orders issued on a GSA Form 300 by an authorized Zonal Contracting Officer (ZCO), except for duly authorized emergencies in which a verbal task order may be issued. A verbal task order is only authorized in emergency situations and will be issued by the ZCO after approval from the National Contracting Officer (NCO).

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

Performance of contract services requires expertise in both commercial real estate practices and Federal procurement regulations as related to Federal lease acquisitions. 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 Section J, Exhibit 1**,** Laws, Statutes, Executive Orders, Regulations; or referenced in this document. 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, paragraph 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 GSA Leasing Support Services Plus (GLS *Plus)* contract for the lease acquisition. The Contractor is prohibited from performing any inherently governmental functions listed in FAR Part 7 Subpart 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 completion 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 and tools referenced in this document 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 and tools. 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 GLS *Plus* contract agrees to conduct new lease acquisitions utilizing the new methods at no additional cost to the Government. In the event new methods and techniques are implemented, guidance will be provided to the Contractors by the Government. The Contractor shall ensure that all guidance and training provided by the Government regarding any new methods or techniques for lease procurements are shared with its staff and designated personnel assigned to conduct leasing services under the contract.

B.1.1. Portfolios of Work

GSA may provide Contractors with an opportunity to propose pricing on an actionable portfolio of work. An actionable portfolio of work will consist of projects that are commissionable and vetted through regional leadership. Some of the projects within a portfolio of work may not materialize and may result in termination. Terminations may result from market conditions, change in agency requirements, or other circumstances beyond the control of the agency. Only 5% of approximately 1,000 task orders awarded were terminated in the first generation of GLS. The Government will identify requirements needed for each project.

In an effort to yield significant taxpayer savings, the Contractor may be asked to provide specific information regarding changes in market conditions or renegotiation opportunities within the actionable portfolio. For example, the Contractor may provide a high level analysis of the market status, including market indicators, evaluation of the market to allow the Government opportunities to restructure leases, market research per the list of GSA leases provided to notify the Government of owner debt stress, or 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. For each lease project in the portfolio of work assigned, the Contractor is responsible for uploading any and all project documents into G-REX.

B.2. FY 2019 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 (SBA) to ensure that small businesses have the maximum practicable opportunity to provide goods and services to the Federal Government.

More information regarding the Small Business Goals is available from the GSA Office of Small Business Utilization. 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 and comply with FAR 52.219-9.

Below are GSA's Fiscal Year 2019 agency-wide prime contract and subcontract goals approved by SBA:

PRIME CONTRACTS	
Small Business	30.00%
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	25.50%
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%

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 contract 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.

For Modules 1 and 2, Contractors should anticipate that commissions may not be available until 18-42 months from task order award. For Modules 3, 4, and 5 (if applicable), Contractors should anticipate that commissions may not be available until 12-18 months from task order award.

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 negotiated 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 lease option periods or for lease terms beyond the firm term of the lease. GSA anticipates lease terms that are 8 to 15 years firm; however, they may be longer or shorter.

Contractors are required to negotiate a commission consistent with local business practices with the offerors in the lease procurement. Offerors in the lease procurement will be instructed in the RLP that a commission is expected and must be paid wherever they are represented by a listing agent, an offering agent, or Contractor, property manager, developer, or any other agent or representative. As payment for their services under this contract, Contractors will receive a portion of the negotiated commission that they negotiate with the successful lessors/building owners. For each Module and Contract Year, Contractors will propose the percentage of the negotiated commission that they intend to retain as payment for their services for that lease transaction. The remainder of the negotiated commission (if any) will be credited to the shell rent in that lease transaction as the Commission Credit.

GSA will make every effort to only issue Task Orders for requirements when it has been determined that a negotiated commission should be available. In the event that the Contractor becomes aware that no commission is available the Contractor will notify the ZCO and COR at its first opportunity. GSA, while not liable for services performed up to the date of notification, but will, after execution of a modification to remove a lease transaction or modification for a termination for convenience, no longer require the Contractor to continue services on that task order or lease transaction. In the event that a task order or lease transaction is removed/terminated for any reason, the Contractor shall provide GSA with all lease transaction related research and procurement documentation.

For individual lease transactions that are not a component of a portfolio body of work (excluding a single Disaster/FEMA task order), the minimum tasking threshold for estimated net commission is $5,000.

The Government will not receive a Commission Credit for lease acquisitions tasked for any module in response to a Presidential Declaration of Emergency or Major Disaster with an assigned FEMA Declaration Disaster Number and the Contractor will retain the total available commission on these projects. There is no minimum tasking threshold for estimated net commission. Once the task order is issued, if it is determined that the task order is not commissionable, the Contractor will notify GSA at its first opportunity and the task order will then be terminated.

The Contractor has an opportunity to collect a commission on the following tasks: 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 - Planning Services. These modules may include options for enhanced services as further described in Section C. 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 the maximum percentage of the market rate commission for each lease transaction category that they propose to retain as their compensation on the pricing worksheet. There are four (4) pricing worksheets included in Attachment 1, one for each zone in which Contractors would like to be considered for award. Contractors will not be evaluated for zones in which they do not submit pricing.

Note: The estimated GLS *Plus* projections and referenced expiring leases provided on the Pricing Worksheet (Attachment 1) are being provided to assist offerors in establishing commission rates. This is not an obligation by the Government that any specific project listed

will be tasked to GLS *Plus*. Fair Opportunity Procedures under Ordering Procedures in Section F.3 will be followed.

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

B.3.2. Minimum/Maximum Quantities

As referred to in paragraph (b) of FAR Clause 52.216-22, Indefinite Quantity, the contract minimum and maximum quantities, inclusive of the base and all option periods, are as follows:

A. MINIMUM: The Government will issue task orders for the services specified in the contract, totaling a minimum net commission in the following zones, per Contractor.

   Northern Service Area (Zone 1): $250,000.00
   Southern Service Area (Zone 2): $250,000.00
   Western Service Area (Zone 3): $250,000.00
   National Capital Service Area (Zone 4): $250,000.00

   Funding information for the minimum quantity is provided for administrative purposes only. No payments will be made under this contract unless the minimum guarantee is not met as a result of the commission available from task orders issued.

B. MAXIMUM: The government may issue task orders for the services specified in the contract, totaling a maximum net commission in the following zones, per Contractor.

   Northern Service Area (Zone 1): $55,000,000.00
   Southern Service Area (Zone 2): $70,000,000.00
   Western Service Area (Zone 3): $60,000,000.00
   National Capital Service Area (Zone 4): $145,000,000.00

SECTION C - STATEMENT OF WORK AND QUALITY CONTROL REQUIREMENTS

C.1. INTRODUCTION

PBS provides workspace for more than one million Federal workers. 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 but not limited to office space, laboratories, clinics, border stations, warehouses, and courthouses in both urban and rural areas throughout four geographic zones (which include the eleven GSA Regions as shown in Section B.1)**.** Federal laws and regulations require the Government to procure leased space utilizing competitive procedures, unless otherwise justified. GSA intends to leverage brokerage expertise and innovative technologies to meet PBS goals of greater taxpayer savings, maximized productivity, and improved customer experience. The Contractor will support PBS's strategic efforts to negotiate longer lease terms and develop efficient space utilization.

The Office of Leasing is the PBS entity responsible for acquisition and administration of leasehold interests. GSA lease acquisitions follow the procedures stated in the General Services Acquisition Manual (GSAM), Federal Acquisition Regulations (FAR), Executive Orders, legislative changes, and GSA policies and procedures. (See Section J, Exhibit 1**,** Laws, Statutes, Executive Orders, Regulations).

GSA differentiates leases by high, moderate, and limited value based on the strategic goals of the Lease Cost Avoidance Plan. This contract will focus on obtaining the greatest cost avoidance by capitalizing on the Contractor's market knowledge. GLS *Plus* 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 may be costly for Contractors. GSA classifies its high, moderate, and limited value leases as follows:

Value Tier	**Estimated Total Annual Rent**
High Value	Greater than or equal to $750,000.00
Moderate Value	Greater than $250,000.00 - $749,999.99
Limited Value	Less than or equal to $250,000.00

Unless otherwise noted, the Contractor shall perform designated leasing duties that are not inherently governmental functions. Those duties are specified in this scope of work and further described in other leasing policies and documents including: the Leasing Desk Guide Chapters and Appendices as revised and/or amended, Lease Acquisition Circulars (LACs), and Leasing Alerts. References included in this scope of work to Leasing Desk Guide should be understood to include all leasing policy and documents. Various sections of the Leasing Desk Guide 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 Leasing Desk Guide in its entirety, excluding inherently governmental functions, to determine its responsibilities. In instances where responsibilities in the Leasing Desk Guide are unclear, clarification of tasks should be requested of the Contracting Officer's Representative.

C.2. SCOPE OF WORK OVERVIEW

A. Contractors shall perform all lease acquisition services for Modules 1–6, as described in Section C.4.2 and may be asked to provide Market Intelligence information as described in Section C.4.4.

B. In addition to the lease acquisition services, the Contractor shall timely 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, as defined in Section C.5.3.

C. The Contractor shall attend up to two national performance review meetings a year with the National Program Manager (NPM), National Contracting Officer (NCO), National Contracting Officer's Representative (NCOR), 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 and two portfolio status meetings a year; at least one performance review meeting will be held in-person in each of the regions serviced, separate from the national meetings. These meetings can be coordinated to occur simultaneously at the region's convenience. These meetings should incorporate COR-driven project deep dives and must include the participation of the assigned Transaction Manager(s). Travel costs shall be at the Contractor's expense.

E. The Contractor may be asked to attend up to one business relations meeting a year with the National Program Manager (NPM), National Contracting Officer (NCO), National Contracting Officer's Representative (NCOR), and other Government representatives. The Contractor may be expected to participate in efforts to develop/improve policy, assist in developing new initiatives, and providing other feedback leading to potential process improvements and increased cost-savings for the taxpayer. The meeting may be held in-person. Travel costs shall be at the Contractor's expense. The location shall be determined at minimum one month prior to the meeting date.

F. The Contractor's key personnel, at a minimum, are required to attend initial training for the implementation of this contract. The Contractor may have additional personnel attend the training. The location of the training will be provided after award. In addition, the Contractor's key personnel are expected to attend any national or zonal 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, all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers must comply with the GSA policies listed in Section H.3.4.

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).

Aggregate Lease Value

The fully serviced 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 Proposals (RLP). In general, the Aggregate Lease Value can be inclusive of:

(i) the initial fully serviced rent to be paid by the Tenant on all space leased by the Tenant, including shell rent (including base real estate taxes), base operating costs, parking rent (if separate from shell rent) 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.

Note: For computation purposes, the Commission Credit is not subtracted from the Aggregate Lease Value.

The Aggregate Lease Value shall not include:

(i) any rental abatement (including allowances/incentives) provided to the Tenant pursuant to the Lease, not inclusive of 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 and the BSAC allowance shall be subtracted from the Aggregate Lease Value prior to Lease Award in the calculation of the Contractor's commission. The Government will not receive the Commission Credit associated with the Tenant Improvement Allowance and the BSAC allowance.

Approval

Approval occurs when the Government has reviewed submittals, deliverables, and/or administrative documents, has determined the services or submissions conform to contract requirements, and has communicated final acceptance of any of these items in writing to the Contractor.

Bullseye

An in-house market research report tailored for a specific GSA lease transaction. A national team is dedicated to overseeing market research reports for all qualifying lease transactions (leases within the Reis markets as per Section J**,** Exhibit 7**,** Reis Markets Data, being completed in the regions. GSA will gather available market data from industry experts 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. (See Section J**,** Exhibit 3**,** Bullseye Methodology)

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 Government and can provide the necessary backup documentation to aid leasing personnel in their negotiations with offerors.

Note: In the event that Bullseye is replaced by an alternative tool, Contractors shall comply with the new tool.

Bullseye Target
The fully serviced rental rate to be used as the year one asking rent for comparison to the present value analysis. This rate is established by the Office of Leasing based on representative market comparable rent rate data obtained from market research firms.

Commission
The percentage of the Aggregate Lease Value that the Lessor agrees to pay in accordance with the applicable, executed Commission Agreement. 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.

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 credited to the Government, reflected as a deduction in the shell rent, as specified in the lease contract.

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

Contractor’s Commission - The portion of the commission that is owed to the Contractor.

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

Government Personnel
National Contracting Officer (NCO), National Program Manager (NPM), National Contracting Officer’s Representative (NCOR), Zonal Contracting Officer (ZCO), Lease Contracting Officer (LCO), Regional Program Manager (RPM), Contracting Officer’s Representative (COR), Project Manager (PM), and Client Planning Manager (CPM). Section G.1 describes the roles and responsibilities of Government personnel.

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 document essential lease procurement activities to award a lease, as well as post occupancy services consistent with national policy and guidance. G-REX is the source system for project data, schedule management, reporting, and file documentation, The system provides vital lease and

productivity data collection for future lease process improvement.

Note: In the event G-REX is replaced in the future, the Contractor will be required to utilize that system of record.

High Value Leases
Leases that are estimated to be greater than or equal to $750,000 in fully serviced annual rent at task order issuance. (This threshold is subject to change on an annual basis.)

Inherently Governmental Functions
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. 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
- NEPA compliance documents such as AutoCatex form, CATEX Checklist, Environmental Assessment (EA), or Environmental Impact Statement (EIS)
- Certification of Funds, BA53 Fund Certification
- Change Orders (order or issue without LCO approval)
- Client Project Agreement (Official Finalization)
- Compliance with Randolph Sheppard Act
- Consultation with GSA General Counsel
- Debriefings/Protests and Resolution/Claims/Congressional Inquiries and responding to requests/Freedom of Information Act (FOIA) requests
    - 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 by a licensed GSA Fire Protection Engineer
- Independent Government Estimate (IGE) development
- Lease and Lease Amendment award/execution
    - To include signature on associated cover letters
- Occupancy Agreement, draft and/or sign
- 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) signature
    - Serving as a voting member on a Source Selection Evaluation Board (SSEB)
- Small Business Subcontracting Plan verification and approval
- Approving and redacting a Justification for Other Than Full and Open Competition

(Justification)
- Vacant Space Check

Lease Amendment (LA)
A lease contract document executed by a Lease Contracting Officer, 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, change in ownership or payee, or any other action that changes the lease.

For purposes of this contract, the final Lease Amendment is defined as the last Lease Amendment required for completion of a lease transaction under this contract. It must clearly state, at a minimum,the firm and non firm term of the lease, the final rental rate expressed in a dollar per rentable square foot, the total annual rent, the total Tenant Improvement (TI) dollar amount and Building Specific Amortized Capital (BSAC) dollar amount amortized in the lease, the total commission dollars to be paid to the Contractor, the total commission credit to be credited to the Government, the lease term commencement date, and any other negotiated terms of the lease.

Lease Cost Avoidance Plan (LCAP)
An initiative that calculates the realized cost avoidance from lease transactions to include, but is not limited to, realized cost avoidance through reductions in RSF, leased vacant space mitigation, and negotiating leases below the Bullseye target rate in Reis markets; may also be referenced as Lease Cost Savings Plan.

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
Leases that are estimated to be less than or equal to $250,000 in fully serviced annual rent at task order issuance.

Moderate Value Leases
Leases that are estimated to be greater than $250,000 and up to $749,999.99 in fully serviced annual rent at task order issuance.

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.

Portfolios of Work
Portfolios of Work may be comprised of individual lease transactions of varying size, tenant mix, and geographic locations/markets.

Request for Lease Proposals (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 RLPs that may be used. These templates are subject to change and may be

supplemented, modified, or replaced by other RLP templates. The COR for a specific task order will determine the RLP for the lease acquisition.

(A) Small Lease (GSA Form 3626, R103 and Supplemental Lease Requirements)

An RLP format that may be used for lease acquisitions of 3,000 ANSI/BOMA Office Area square feet or less not exceeding the Simplified Lease Acquisition Threshold (SLAT); unless another format is required by the LCO. At the direction of the COR/LCO, the small lease may also be used for leases temporary leases of any square footage, with a lease term of 18 months or less, not exceeding the SLAT.

(B) Global Lease (R100/L100)

The RLP used for New, New/Replacing, Succeeding, or Superseding leases, typically above SLAT that can be tailored to each individual transaction. The Global RLP allows the choice between such options as competitive vs. non-competitive procurements, and extensive or minimal TI buildout.

(C) Simplified Lease (R101A/L201A)

A simplified RLP format that may be used for lease acquisitions at or below the SLAT. The RLP is used for agencies who have a well developed Program of Requirements and Scope of Work that will be issued with the RLP. The proposal will include TI turnkey pricing that is negotiated before award.

(D) 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.

(E) FEMA Disaster Lease (R103D/GSA Form 3626 and FEMA Supplemental Lease Requirements)

The RLP used for FEMA leases that are needed in response to a Presidential Emergency or Major Disaster Declaration as a result of a disaster.

Completion Date
The date on which all requirements shall be provided by the Contractor and the task order is to be completed.

Simplified Lease Acquisition Threshold (SLAT)
The threshold of $250,000 when applied to the average annual amount of rent for the term of the lease, including option periods and excluding the cost of services. Note that a FAR Class Deviation (CD-2018-01) was issued by GSA's Office of Acquisition Policy to implement the new $250,000 threshold under GSAR 570.102. (In the event of a change to SLAT threshold, the new threshold shall apply.)

Source Selection - Best Value Trade Off Method
When award is based on the evaluation of cost or price and other non-cost 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 Price 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)

Utilization Rate (UR) is calculated for both office only and all-in (total usable square footage) rates by dividing the area of the space by the personnel that occupy the space. UR is measured in ANSI/BOMA Office Area (ABOA), or usable, square footage. The Contractor, in collaboration with the project team, shall confirm if the Agency has a pre-established UR goal.

C.4. REQUIREMENTS/SCOPE OF WORK DESCRIPTION

C.4.1. General

Services will be ordered by the Government with a written task order, GSA Form 300, signed by an authorized ZCO in accordance with the ordering procedures in Section F.3. It is the Government's intent to award a task order to a Contractor for lease acquisitions where a commission is expected. Task orders may be sent to the Contractor from the Government via electronic mail. A verbal task order can only be issued in emergency or disaster situations by the ZCO after approval by the NCO. Written email confirmation of the order will be sent. A written task order will be issued for all verbal task orders.

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

The Contractor shall certify their compliance with state licensure requirements (e.g. exemptions, copy of state brokerage license, etc.), acknowledgement and understanding of the Non-Disclosure Statement, and confirm that they do not have an Organizational Conflict of Interest in G-REX within five (5) days of receipt of a task order.

The Contractor shall expect to continue performance of the task order using dual agency notification (Section J, Exhibit 4C, Dual Agency Notification) requirements identified in the Request for Lease Proposals and in Section H herein unless otherwise directed by the ZCO. The Contractor designated for the task order shall contact the COR to schedule the Project Orientation Meeting as outlined in Section C.2.8.

As part of the fair opportunity notice for the task order, the Contractor shall provide the Government a Portfolio Management Plan consisting of, but not limited to, the use of innovative technology, utilization analysis, market opportunities, cost savings, completion dates, and assignment of key personnel.

C.4.1.2. Contractor Office Location and Response Times

The Contractor shall respond to calls and/or emails from Government personnel with a returned phone call and/or email within 24 hours and within the normal business hours of the Region initiating the call. If the Contractor will be out of the office he/she must notify the COR of the absence and indicate an alternate contact. The Contractor must also set up out of office messages on voicemail and email.

Contractors in Zone 4 shall have a minimum of one office located within the boundaries of the zone, due to the nature of workload and limited geographic 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 Zone 4 COR within a two-hour notification from the Government.

C.4.1.3. Contractor Personnel

Only qualified personnel meeting 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 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.1. 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-performing the work at the Contractor's expense and a lower performance rating on the task order that might impact the Contractor being considered for future task orders.

C.4.1.5. Changes after Task Order Issuance

A. After receipt of a task order, changes to any of the following require a modification to the task order:
    1. Change in Module prior to Lease award;
    2. Completion date changes beyond sixty (60) calendar days;
    3. Terminations for Convenience; or
    4. Terminations for Default (This action can only be authorized by the NCO).

B. Other changes, such as a change in COR, square foot, delineated area, term, tenant improvement allowance, or a schedule change that does not impact the completion date beyond sixty (60) calendar days, shall be accomplished via electronic notification from the Zonal Contracting Officer for the task order.

C.4.1.5.1. Change in Modules or Services

A. In the event that no significant work, as determined by the Regional Program Manager, has been completed by the Contractor prior to lease award, the ZCO will make a determination to either modify the task order with revised requirements, or issue a termination for convenience. If a modification is issued, the base contract pricing will be applied as a result of the change, or it will be negotiated if it is above the pricing thresholds.

B. In the event the Contractor has completed significant work, as determined by the Regional Program Manager, the ZCO will make a determination based on the following scenarios:

1. Change in requirements for task orders issued using base contract pricing:
    a. The ZCO will modify the task order with a written justification and apply the applicable base contract pricing as a result of the change.

2. Change in requirements for task orders issued using competed pricing:
    a. Reduction of Services
        i. The ZCO will modify the task order to reduce the services with a written justification, but the original task order pricing will remain the same. The ZCO will use either the proposed price in response to the fair opportunity notice or the base contract price for the modified module, whichever is higher.
        ii. If the modification is to remove Enhanced Post Award Services, pricing will be revised by subtracting the amount for Enhanced Post Award Services.
    b. Addition of Services
        i. In most instances this will not be allowed.
        ii. The ZCO will modify the task order with a written justification for the change in requirements and negotiate revised pricing.

C.4.1.6. Commission and Commission Credits

A. Negotiation Objectives

Within the lease negotiation objectives, the Contractor shall provide a market commission percentage rate or dollar amount as well as establish a range of negotiated rents to include a market midpoint. The market midpoint is defined as an average of the Upper and Lower Market rate range reflected in the negotiations objectives. The range of market rents shall be substantiated with supporting documentation from a third-party market research source. The Contractor shall submit written initial Negotiation Objectives to the COR four (4) days prior to the Project Orientation Meeting as defined in Section C.4.2.8. 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 and be the benchmark for measurement. The Bullseye Report is a procurement-specific market report created by pulling data from CoStar, Reis Inc., and CBRE Econometric Advisors. Revised negotiation objectives are still required even if a Bullseye Report is provided.

B. Commission Credit

The Contractor is expected to negotiate a commission with the offerors in the lease transaction. The Commission Credit is the percentage of the commission the Contractor will forego in accordance with their respective awarded contract percentages. The Commission Credit shall be applied as an offset to the shell rent as outlined in Section G.2.

Commission Credits will be assessed when evaluating offers. The Commission Credit based on the 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 considered separately as part of the PVA calculation since the value of the commission is subsumed in the gross rent rate. The instructions for performing the PVA are outlined in the RLP. In the PVA, Commission Credits will be reflected as a reduction to the rent.

C. Commission Negotiations

The RLP/Lease package shall be issued to offerors with the Broker Commission Agreement (reference Section J, Exhibit 5). The Contractor may elect to include the commission amount in the Broker Commission Agreement prior to issuance. The commission amount is expressed as a percentage of the aggregate lease value for the initial non-cancelable term of the lease.

In addition, Contractors may choose to request the Broker Commission Agreement Cover Letter (reference Section J, Exhibit 5A) from the LCO to accompany the RLP/Lease package and Broker Commission Agreement. The purpose of the cover letter is to provide GSA support to Contractors regarding commissions. It explains that GSA's Broker contracts are designed to complement its leasing workforce and provide lease workload support services. It further explains that, consistent with local business practices, the sole payment mechanism of Broker contracts is derived from commissions received from lease transactions.

As part of the initial offer, the offeror shall provide the commission terms (percentage, payment schedule, and dollar amount) on GSA Forms 1364 and 1217. Once the initial offer is received, the Contractor can commence negotiations on the commission amount, documenting the negotiations appropriately. Once finalized, the Contractor shall document the negotiated commission per the instructions below.

~~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 is 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.~~

D. 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 Section G.2.1 and Section J, Exhibit 5, GLS *Plus* Commission Agreement. If there are any deviations (e.g. 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 under the task order. The final Lease Amendment must reflect the change (either up or down) in commission and Commission Credit dollar value.

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. Subcontractors must follow the same procedures as the Contractor, but shall report commissions to the Contractor for reporting to the Government.

E. Payment of Contractor's Commission: The awarded lease shall provide that the Lessor pay the Contractor as follows:

If the Contractor is not performing Post Award Services for a Module, Tenant Improvements shall 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 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 will be paid at Lease award.

For Module 3, Occupancy Services: 50 percent of Contractor's 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 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, Planning Services: the Contractor's commission will be paid at the execution of the extension.

C.4.1.7. Quality Standards

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

C.4.1.8. Communications, Submissions

A. The Contractor must use VDI (GSA's Virtual Desktop Interface), GSA.gov enterprise email accounts, and GSA software designated for electronic submissions as stated in Section D and Section H.3.4**.** Contractors shall identify themselves as a contractor in all communications**.** Contractors shall not promote their businesses or include firm information in any communication using GSA accounts.

B. The Contractor must upload all final documents into the G-REX system (or other systems) for electronic storage. Documents should be uploaded into G-REX as they are finalized/approved, no later than two (2) days after the receipt of approval. This may include documents such as offers and correspondence from offerors and unsuccessful offers. 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. All Lease file documents should be submitted in accordance with their respective phase evaluation (e.g. all Requirements Development documents must be complete prior to Requirements Development evaluation). All documents, including electronic records pertaining to the lease acquisition, shall be turned over to the Government after project completion, but no later than 60 calendar days. In the event that a lease transaction is terminated for any reason, the Contractor shall provide GSA with all task order related research and procurement documentation no later than 14 calendar days after transaction termination. 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 lease 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 General 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: 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; 4) advertising the requirement; 5) analyzing and surveying the market and preparing market survey forms for each location, a market survey report 6) if required, preparing a cost-benefit analysis for 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, and obtaining required signatures; and 11) performing Post Award services as defined herein. 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.

In addition to the aforementioned services, some projects may require an enhanced level of Post Award services. The Contractor may be tasked to provide enhanced Post Award Services, as described in Section C.4.3.3.1, for high value projects in support of the design and delivery of a customer agency's space. 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.

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 FAR Part 7 Subpart 7.5. 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 of the following: Requirements Development, Lease Acquisition, and Post Award Services as indicated below.

MODULE TYPE	MODULE DESCRIPTION / TARGET PROJECT TYPES	+ REQUIREMENTS DEVELOPMENT	LEASE ACQUISITION	+ POST AWARD SERVICES	EXTENSION
1	**DELUXE ACQUISITION SERVICES** Requirements Development, Lease Acquisition, Post Award Services	✓ +	✓	✓ +	✗
2	**PROGRAMMING & ACQUISITION SERVICES** Requirements Development & Lease Acquisition	✓ +	✓	✗	✗
3	**OCCUPANCY SERVICES** Lease Acquisition & Post Award Services	✗	✓	✓ +	✗
4	**LEASE ACQUISITION** Lease Acquisition	✗	✓	✗	✗
5	**LIMITED VALUE LEASES** *TBD at Task Order Award	✓	✓	✓	✗
6	**PLANNING SERVICES** Lease Extensions	**With an associated Task 1-5 or NPM Approval**			✓

C.4.2.1. Module 1 Deluxe Acquisition Services

This module 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 module 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 module 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 other such system upon task order award.

C.4.2.4. Module 4 Lease Acquisition

This module 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 other such system upon task order award.

C.4.2.5. Module 5 Limited Value Leases

This module is designed for Limited Value Lease Acquisitions, as defined in Section C.3. (excluding lease extensions). It includes competitive and noncompetitive lease acquisitions. This module may encompass Requirements Development, Lease Acquisition, and Post-Award Services. The task order, when issued, will specifically identify which services are required in addition to Lease Acquisition.

Unless Requirements Development is 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 from the Leasing Desk Guide within G-REX or other such system upon task order award.

C.4.2.6. Module 6 Planning Services

This Limited Value Lease module is for noncompetitive lease extensions needed as a follow on action to support a continued occupancy. If the term of the existing lease will expire prior to completion of the new acquisition action, a Lease extension is required. 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 National Program Manager.

For Lease extensions, the Contractor shall comply with Leasing Desk Guide Chapter 7, Lease Extensions, and any applicable Lease Acquisition Circulars and Leasing Alerts. Under this scope of work, extensions tasked to the Contractor must be commissionable.

C.4.2.7. Additional Lease Acquisition Services for Noncompetitive Leases

When performing either Module 1 Deluxe Acquisition Services or Module 2 Programming and Acquisition Services, when a noncompetitive lease acquisition will be pursued, the Contractor shall comply with Leasing Desk Guide Chapter 5, Succeeding Lease, Superseding Lease, and complete the Succeeding/Superseding Lease Analysis Tool. The Contractor shall prepare and submit a Formal Cost Benefit Analysis for either Succeeding or Superseding lease actions, if required, to the COR for approval. 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 Justification for Other Than Full and Open Competition (Justification) to negotiate with only the current lessor in accordance with lease policy and regulations.

For Module 3 Occupancy Services and Module 4 Lease Acquisition, when a noncompetitive lease acquisition will be pursued, the COR will complete the Justification, and Formal 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 Leases, when a noncompetitive lease acquisition will be pursued and Requirements Development is identified at task order issuance, the Contractor shall prepare and submit a Formal Cost Benefit Analysis for either a Succeeding or Superseding lease action to the COR for approval. 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 Justification 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 is not identified at task order issuance, the COR will complete the cost-benefit analysis and Justification to negotiate with the current lessor in accordance with regulations prior to task order issuance.

C.4.2.8. Key Meetings

C.4.2.8.1. Task Order Orientation Meeting - Optional

Task Order Orientation Meetings may be requested by the ZCO 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. If requested by the ZCO, the Contractor and COR are required to attend.

C.4.2.8.2. Project Commencement Meeting - Required

The COR shall schedule a Project Commencement Meeting within five (5) days of task order issuance. The core project team members are required to attend.

The Contractor shall prepare and disseminate the agenda which shall include, but not be limited to, the following items for Modules 3, 4, 5 (when Requirements Development is not tasked) and 6:

- Assignment of Roles and Responsibilities
- Schedule discussion
- Overview of Client Project Agreement, potential procurement strategy and project specific challenges, opportunities, and risk
- Market Intelligence (trends, rates, vacancies, flood zones, etc.)
- Contractor performance expectations
- Preferred methods and frequencies of communication

For Modules 1, 2 and 5 (when Requirements Development have been tasked) the agenda shall include the above items, in addition to the following:

- Goals of the occupancy solution; e.g. optimization of space and cost savings through UR goals, longer term leases, and consolidations
- National Escalation Protocol (Section J, Exhibit 12, National Escalation Protocol), and assignment of team member responsibility for escalation
- Determination if Agency Specific Requirements (ASR), Design Schematic and/or Budgetary Estimate for Tenant Improvement Costs above the Tenant Improvement Allowance are necessary, and assignment of team member responsibility for each item
- Identification of SPAM for Enhanced Services Post Award Services

The ZCO and RPM may be optional attendees. This meeting must be scheduled and held prior to the Project Orientation Meeting.

The Contractor shall prepare and disseminate the meeting minutes for the Project Commencement Meeting prior to the start of the Project Orientation Meeting.

C.4.2.8.3. Project Orientation Meeting - Required

The Contractor shall schedule a Project Orientation Meeting with the COR, PM, and Tenant Agency within five (5) days of task order issuance. The purpose of the Project Orientation Meeting is to discuss roles, responsibilities, project schedule, the Market Analysis (Section J,

Exhibit 9, Market Analysis), procurement strategy, and initial negotiation objectives. The COR shall lead the meeting.

The Contractor shall submit the Market Analysis, 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).

The Contractor shall prepare and disseminate an agenda 24 hours prior to the Project Orientation Meeting, and the minutes of the Project Orientation Meeting within five (5) days following the Project Orientation Meeting.

C.4.3. Description Of Tasks To Be Performed In Modules

C.4.3.1. Requirements Development (Modules 1, 2 and 5)

For non-prospectus projects tasked under Modules 1, 2, and 5, the Contractor will be onboarded 30 to 24 months prior to lease expiration. For prospectus projects, Contractor may be onboarded between 42 to 36 months prior to lease expiration.

The chart below compares the scope for Requirements Development and Enhanced Requirements Development. This chart is in addition to the language as stated in this section and C.4.3.1.1 and is not intended to be all inclusive.

SERVICE/SCOPE	Requirements Development	ENHANCED Requirements Development
Obtain Request for Space documents/Client Project Agreement (CPA)	☑	☑
Obtain the agency's Special Requirements package (provide feedback)	☑	☑
Delineated Area Consultation	☑	☑
Rural Development Compliance	☑	☑
Justification of Delineated Area Outside CBA	☑	☑
Notification to City Officials (draft)	☑	☑
Combined Project Management and Acquisition Plan (draft)	☑	☑
Project Milestone Schedule	☑	☑
Obtain the tenant agency's standard work hours	☑	☑
Market Analysis (Initial)	☑	☑
Conduct Needs Interview and provide Completed Questionnaire	☑	☑
Meeting Minutes	☑	☑
Macro POR	☐	☑
- Executive Summary	☐	☑
- Space Situation Assessment	☐	☑
- Conduct interviews with specified agency representatives	☐	☑
- Recommendations for the Future Workplace/Gap Analysis	☐	☑
- Perform walkthrough surveys of existing space situation	☐	☑
- Housing Plan	☐	☑
- Preliminary Budget/Funding Forecast (price per sqft)	☐	☑
- POR Project Timeline/Milestone Schedule	☐	☑

The Contractor shall work with the tenant agency and project team on the Requirements Development package for expiring leases as outlined in Leasing Desk Guide Chapter 1, Requirements Development. Among other things, it is GSA's intent to leverage the Contractor's

market knowledge of market conditions to advise GSA and our client agencies on items such as delineated area and length of term, thereby helping to shape tenant agency requirements to match market opportunities and conditions. The Contractor shall submit a requirements package as highlighted below to the COR for written approval prior to proceeding with the next phase of the work on the task order. The final requirements should align with PBS cost avoidance and Utilization Rate (UR) goals leading to footprint optimization.

Agency Requirements:
The Contractor is responsible for the following items to complete the Requirements Development. This may involve obtaining and/or developing some or all of the following:

1. Obtain Request for Space documents/Client Project Agreement (CPA) and any attachments - 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 ABOA square feet, including circulation, the parking requirements in compliance with Leasing Desk Guide, Appendix H, and the number of personnel to be housed.
    c. The written approval (signature) of the tenant agency approving official.
    d. Calculate agency utilization rates per the tenant agency's established standards. Provide space-efficient solutions to assist agencies in greater alignment with GSA and tenant agency standards, as necessary. The Contractor is expected to assist GSA in the review of an agency's space requirement to determine compliance with the National Strategy for Real Property and OMB Management Procedures Memorandum No. 2015-01, "Implementation of OMB M-12-12 Section 3: Reduce the Footprint." (Section J**,** Exhibit 8, Implementation of OMB Memorandum M-12-12 Section 3: Reduce the Footprint, as amended by OMB Memorandum M-17-08)
2. Obtain the agency's Special Requirements package. A copy of the appropriate document or a website where the agency's Space Allocation Standard (SAS) or design guide can be accessed will be provided to the Contractor. The Contractor shall review the document, clarify items, and address any issues with the agency's submission. The Contractor should use probing questions and incorporate knowledge/intelligence on the agency's mission when engaging with GSA and the client agency.
3. For those agencies that do not have a requirements package, design guide, or SAS,, the Contractor, in collaboration with the GSA team, shall assist the client agency and provide feedback on their ASR for TI Turnkey Leases, or as determined necessary for other lease types by the project team. Agency Specific Requirements (ASR) are the agency's build-out requirements to bring the space from shell condition to the finished space that meets the agency's requirements. The Contractor shall also help the agency identify those requirements that may impact market availability and/or building shell infrastructure. For example, this may include high volume of visitor traffic, large areas requiring 24 hour HVAC, holding cells, etc. While the Contractor is not developing the ASR, the Contractor may provide feedback on the completed National ASR Template (Section J, Exhibit 2**,** Agency Specific Requirements Template) or any other agency provided technical requirements.
4. Delineated Area
5. Rural Development Compliance

6. Justification of Delineated Area Outside CBA (all necessary justifications, if required)
7. Notification to City Officials (Contractor will prepare the draft document for Government signature)
8. Combined Project Management and Acquisition Plan (Contractor will prepare the draft document for Government signature)
9. Project milestone schedule
10. The tenant agency's standard work hours (used to provide HVAC and utilities, and determine overtime hour utilization)
11. Market Analysis
12. Conduct Needs Interview and provide completed Agency Long Term Space Requirements Needs Interview Questionnaire (Section J, Exhibit 7**,** Agency Long Term Space Requirements Needs Interview Questionnaire)

In coordination with the GSA team, the Contractor shall obtain agency concurrence via email or in writing on final Agency Long Term Space Requirements.

If tenant agency delays impact the completion of the requirements package, the Contractor should notify the COR to initiate escalation via the regional escalation protocol and communicate delays to the project team per the roles and responsibilities established during the Project Commencement Meeting.

It is GSA's intent 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.

Meeting Minutes:
The Contractor will document all project meetings and other conferences. These documents/meeting minutes are due 5 days after the meeting or call is held. The Government will then have five (5) days to review the Meeting Minutes and provide feedback to be incorporated into the final meeting minutes. The Contractor must incorporate those comments within the final meeting minutes within three (3) days after receiving the comments.

C.4.3.1.1. Enhanced Requirements Development:
The Government may request Enhanced Requirements Development services for high value leases only.

For Enhanced Requirements Development services, the Contractor is expected to provide a high degree of consultative engagement. The Contractor is expected to travel commensurate with the level of effort needed to accomplish the task. The Government is seeking to leverage similar services commonly provided by commercial real estate firms in the form of workplace consultative services during the Requirements Development phase. The Contractor shall submit a complete Enhanced Requirements Development package as detailed below to the COR for written approval prior to proceeding with the next phase of the work on the task order.

The Contractor shall perform all of the Requirements Development as described in Section

C.4.3.1. plus development of the following:

- Macro POR: A macro program of requirements is typically a comprehensive document which identifies the client agency's total space requirement, determined by the amount of space needed for each employee (including projections for growth) in each work unit as well as the amount of space needed for various specialized areas and circulation factors. The Macro POR should be conducted one-time during Requirements Development, with one revision after submission. All scope is completed at the conclusion of Requirements Development. (While not required of the Contractor, Micro PORs include a more detailed level of effort which includes the macro *plus* architectural specifications, room typicals, test fit plans, furniture specification packages, inventory and documentation of existing furniture, detailed cost estimates, etc.)
- At minimum, the POR must include the following:
    - Executive Summary
    - Space Situation Assessment: Verify and analyze statistics by specified tenant component (such as agency or division) indicating the following: ·
        - Current Status:
            - Office Space
            - Special Space
            - Storage
            - Parking Requirements
        - Conduct interviews with specified agency representatives
        - Headcount data
        - Client agency organizational information
    - Recommendations for the Future Workplace/Gap Analysis: Verify and analyze client agency program and client agency organizational information (document the difference between where the is agency now versus the future optimum efficient organization and how to get there. The Contractor will study what the gap is, and develop options and scenarios to be considered for the agency to get from the existing situation to the overall utilization rate.
        - Perform walkthrough surveys of existing space situation and provide feedback on opportunities for improved space utilization
    - Housing Plan
        - Room Matrix
        - Adjacency Requirements
    - Preliminary Budget/Funding Forecast
        - Prepare a preliminary budget (price per square foot) for the project identifying:
            - Shell
            - TI costs
            - Telecommunications
            - Security
            - Audiovisual
            - Furniture
            - Move costs
    - Project Timeline/Milestone Schedule
        - Develop a Project Timeline indicating periods of execution and milestones for typical project tasks and procurements.

Government Review Periods:

The Government will have 10 days to review all deliverables and submissions and provide comments to the Contractor to incorporate into the next deliverable or submission. Once the Government has reviewed and approved the deliverable, then the deliverable will be characterized as Accepted. If the Government provides review comments that determine more information is needed, the Contractor is required to update the deliverable per the comments and resubmit it to the Government for Acceptance.

C.4.3.2. Lease Acquisition (All Modules)

C.4.3.2.1. Project Schedule

For all projects, the Contractor shall collaborate with GSA to achieve timely lease replacement, to include inputting project schedules into G-REX and maintaining project schedule milestones in G-REX.

C.4.3.2.2. Market Survey and Report

The Contractor shall identify potential interested parties using 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/Market Outreach
   The Contractor shall prepare and submit a draft advertisement to the COR for approval prior to posting on the Contract Opportunities website at http://beta.sam.gov. If there is an inadequate response to the Contract Opportunities posting the COR may direct the Contractor to draft an advertisement in another source (i.e., local newspaper) and the COR will post this advertisement at the Government expense. The Contractor shall prepare a list of buildings that express an interest in the procurement. The list will identify the buildings that potentially could meet the minimum requirements. In addition to the advertisement, it may be necessary for the Contractor to perform further market outreach to fully identify all possibilities. 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 Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 2 Market Survey Process.

   For noncompetitive succeeding or superseding leases, the Contractor shall comply with Leasing Desk Guide Chapter 5, Succeeding Lease, Superseding Lease, Part 9 Market Survey.
   The Contractor will arrange for the physical market survey. Occasionally, there may be more than one market survey for a task order. All market surveys will be at the sole expense of the Contractor. The Contractor shall physically inspect each property (building and/or site) as appropriate 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 (FPS). Other potential invitees include space planners, engineers (including fire protection engineers), and architects. The COR in concurrence with the Contractor, may allow the Contractor to provide a video recording of the market tour when there are practical considerations that impact the government's ability to perform these activities (e.g. emergency, urgent/compelling, pandemic, etc.). However, under no

circumstance shall contractor personnel be asked to perform a market survey if there may be a risk to their personnel safety.

~~The Contractor will arrange for the physical market survey. Occasionally, there may be more than one market survey for a task order. All market surveys will be at the sole expense of the Contractor. The Contractor shall physically inspect each property (building and/or site) as appropriate 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 (FPS). 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 at any time.
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 with the Market Survey.
2. A completed Lease Market Survey for Existing Building form for each property surveyed to be presented at the market survey
3. Market Survey Report
   Photography: As part of the Market Survey Report deliverable, provide a minimum of five (5) color photos per location toured on the Market Survey. Photos shall include both the exterior and interior of the building, as well as any unique features of the location that may factor in the Government's decision to solicit the location. Label each photograph with a description.
4. A completed Land Market Survey Form, if applicable, for each site surveyed.
5. A video recording of the market tour, if required, using a GSA approved platform for virtual and online meetings, which may be used to record the market tour. G-REX accepts MP3, MP4, mov and other files up to 1GB.

C.4.3.2.3. Market Survey 360

For up to 10 lease projects per region per year for the base year, the Contractor may be required to perform the following scope for Market Survey 360 in addition to the scope for market surveys as described herein. The request for the Market Survey 360 camera will be stated at the time of task order issuance. The restriction limiting the number of projects will be removed beginning in Option Year 1. At a minimum, the Market Survey 360 shall include all of the key areas and elements of the space (e.g. common areas, offices, conference rooms, server rooms, etc.). Any areas that may cause concern or deem the building incapable of meeting the requirements of the RLP shall also be captured.

Upon completing the physical market survey, the Contractor will be expected to provide digital still images using a 360 camera. The Contractor will provide 360 degree images with clear resolution to deliver a professional presentation.

Following the capture of the physical spaces, the Contractor will be expected to provide a presentation to the COR and the customer agency using the virtual tour images along with an overview of each site area captured including building exterior, nearby amenities, proximity to bus routes, parking, and other pertinent information relative to the procuring lease transaction. A copy of the presentation must be sent to the COR with the official Market Survey Report and uploaded to the G-REX system of record, GSA Google Drive, and/or GSA email.

Note: For projects which may involve viewing Government occupied space under an existing lease, the COR and/or the Contractor must obtain permission to capture existing space from the agency POC prior to capturing Government space.

C.4.3.2.4. Develop and Issue RLP and Amendments

A. The Contractor shall use the macros, if available, and instructional hidden blue text language within the RLP and Lease templates to develop the RLP and exhibits in accordance with the respective lease model as determined in the Leasing Desk Guide and applicable Leasing Alerts and Lease Acquisition Circulars (LACs). Changes to standard boilerplate language shall be noted in Section 5 of the RLP and/or Section 7 of the lease.

B. Upon approval of the draft RLP by the COR, the Contractor shall submit a copy to the COR for transmittal to the Tenant Agency for review and comment, or directly to the Tenant Agency at COR's discretion. Tenant Agency changes to the draft copy of the RLP shall be made by hard copy, or if done electronically, then using track changes mode. These changes will then be sent to the COR for review and comment. The Contractor shall incorporate COR and COR approved Tenant Agency comments/changes into the draft RLP and shall re-submit the draft RLP to the COR for final approval.

C. 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 in the Lease file a record of parties who receive a copy of the RLP.

C.4.3.2.5. Pre-Negotiation/ Negotiation Process

The Contractor shall comply with Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 4 Pre-Negotiation/Negotiation Process. The Contractor will amend the RLP as directed by the COR and will distribute the amendments to all parties that expressed an interest and/or received a copy of the RLP.

C.4.3.2.6. Pre-Negotiation

A. 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 prospective 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.

B. The Contractor shall review all offers for compliance with the terms and conditions of the RLP. The Contractor must review the offered floor plans verifying that the space offered is the same as that toured, as well as confirmation of the ABOA square footage. The Contractor shall prepare letters for COR signature to 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. The Contractor may be requested to prepare for COR approval and signature, a competitive range determination memorandum and corresponding notification letters for those offerors eliminated from the competitive range. Failure of the offeror to submit a signed Commission Agreement will be handled in accordance with RSL 2006-09 Lease SFO Revisions for National Broker Contract. Commissions must be considered a cost element during negotiations.

C.4.3.2.7. Negotiate Offers

A. The Contractor shall conduct discussions/negotiations with each individual offeror within the Competitive Range, in accordance with approved negotiation strategies and objectives; and in accordance with regulations and policies. An Abstract of Offers must be prepared and negotiations must be documented by way of a written Price Negotiation Memorandum (PNM) 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.

B. The Contractor shall close discussions/negotiations and request Final Proposal Revisions in writing via a letter prepared for each offeror and submit to the COR for signature, as required. Negotiation of offers is not applicable when award is made based on initial offers.

   The Contractor will act as a technical advisor and present their discussions and negotiations with each bidder to the Source Selection Evaluation Board (SSEB).

C. The Contractor shall submit for approval, a Price Negotiation Memorandum (PNM) to the COR in the appropriate format as prescribed in LEASING ALERT (LA-FY17-02) – Price Negotiation Memorandum (PNM) and Tenant Improvement/Building Specific Amortized Capital (TI/BSAC) PNM templates. 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 PNM.

C.4.3.2.8. Award Determination

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

C.4.3.2.9. Reviewing Final Proposal Revisions (FPRs)

A. The Contractor shall document and submit to the COR a review of each FPR. The Contractor shall submit the following to the COR for approval:
   1. a list of any remaining clarifications that may be necessary for each offeror;
   2. a copy of each FPR with any required subcontracting plans;
   3. a revised Abstract of Offers with FPR data and a revised PVA for each offer

(for competitive procurements only);

4. a PNM in accordance with regulations and policies.

B. The Contractor shall provide documents from the System for Award Management (SAM) and provide appropriate documentation indicating whether or not the successful offeror has an “Exclusion Record” to the COR for review and approval. If the apparent successful offeror is shown to have an exclusion record, the Contractor shall consult with the COR about how to proceed.

C.4.3.2.10. Assemble Lease Contract Documents

A. 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 approved unsigned Lease to awardee for signature). Upon LCO execution, the COR shall distribute one original fully executed Lease document to the Lessor. In addition, the COR shall distribute an electronic copy to the LAM, the tenant agency, and the FPS representative. The Contractor shall upload an electronic copy in G-REX.

B. The Contractor shall complete the Lease file in accordance with the regional standards unless directed otherwise by the NPM.

C. 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.

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

   If the Lease award is for a succeeding or superseding Lease, the COR will provide a redacted copy of the Justification to the Contractor, and the Contractor shall post it to FBO.

C.4.3.3. Post Award Services (Modules 1, 3, 5)

The Contractor is responsible for providing Post Award Services and ensuring post award deliverables are provided to assist the Government in the negotiation, documentation, and oversight of lessor buildout and delivery of leased space, including amortized tenant improvements and accompanying lump sum alterations for the initial buildout only.

The following chart compares the scope for Post Award and Enhanced Post Award Services. This chart is in addition to the language as stated in this section and C.4.3.3.1 and is not intended to be all inclusive.

SERVICE/SCOPE	POST AWARD	ENHANCED POST AWARD
Expertise: Post Award Manager (3 years + TI experience)	☑	☐
Expertise: **Senior** Post Award Manager (10 years + TI experience) (More specific demonstrated experience)	☐	☑
Elevated Communication Standards: Demonstrated proficiency in strong work ethic: Extremely communicative, Solution-oriented approach, Very proactive, Increased accountability with lessor team, knowledgeable, self-initiated, detail-oriented, and efficient. Creative use of technological tools to communicate Government requirements.	☐	☑
Post Lease Award Orientation Meeting	☑	☑
DID (Traditional and/or Workshop): pre-coordination with architect (articulating the requirement overview to ensure the DID development is successful).	☐	☑
Design Intent Drawings Review per DID Review Guide	☑	☑
Design Intent Drawings Comment Assembly	☑	☑
Construction Drawings: Evaluate for conformance to the specific requirement/lease	☑	☑
Construction Drawings Comment Assembly	☑	☑
Lessor's Tenant Improvement (TI) Pricing: Shell/TI separation	☑	☑
Lessor's Tenant Improvement (TI) Pricing: More detailed review	☐	☑
Preparation and Submission of TI-PNM	☑	☑
Construction Schedule and Initial Construction Meeting	☑	☑
On-Site Construction Progress Inspections	☑	☑
Increased Progress Inspections	☐	☑
QA/QC - Reports / Photography	☑	☑
Increased QA/QC - Reports / Photography	☐	☑
Request IGE	☑	☑
Coordination of Tenant Occupancy Services	☑	☑
Pre-Occupancy Submissions	☑	☑
Change Order Management and Tenant Improvement Overage	☑	☑
Acceptance Inspection	☑	☑
Punchlist Inspection	☑	☑
Post Occupancy Deliverables	☑	☑
Rent and Lease Commencement Lease Amendment (LA)	☑	☑
Lease Files	☑	☑
Value Engineering QA/QC	☑	☑

Post Award Services include the following:

1. Post Lease Award Orientation Meeting
   The Contractor shall schedule a Post Lease Award Orientation meeting 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 the 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, the Contractor shall attend virtually or in person at their discretion. The Contractor shall be responsible for all pre-meeting coordination, including facilitating meeting set-up and providing information on agency programming and requirements to the Lessor's architect. The Contractor shall also facilitate the exchange of preliminary drawings and comments between the Lessor's team and Tenant Agency in advance of the meeting.

   The Contractor shall provide input on the Tenant Agency DIDs. The Contractor shall coordinate all required reviews of the DIDs in compliance with Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 6, Design, TI and BSAC Negotiations, and Notice to Proceed, Subpart 3.c, DID Review Process. The Contractor shall also review the DIDs in accordance with the Level 1 checklist identified in the GSA DID Review Guide and deliver the annotated DID Level 1 checklist to the project team. The Contractor shall coordinate and review all design comments and distribute them to the project team. All comments shall be consolidated on a Design Review Schedule (spreadsheet), which at a minimum shall contain the Drawing page number, comment, source, date, and resolution.

   The Contractor shall review the Construction Documents for conformance to the specific requirements of the Lease and to the approved DIDs. 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 CD comments 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.

   The Contractor will also document interactions between all relevant stakeholders. All comments will be consolidated on a CD Review Schedule (spreadsheet), which at a minimum shall contain the Drawing page number, comment, source, date, and resolution. The Contractor shall coordinate receipt of an Independent Government Estimate with the COR, as applicable.

3. Lessor's Tenant Improvement (TI) Pricing
   For leases which require Turnkey Pricing prior to Lease Award, the Contractor shall comply with Leasing Desk Guide Chapter 4, Streamlined Lease, Part 6.

   For all other Lease Models, the Contractor shall comply with Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 6. If TIs are required for the lease 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.

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, with consent from the COR, shall request an Independent Government Estimate (IGE) 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 assistance to the Lessor in interpretation and use of the TICS Table. Once returned by the Lessor the Contractor will verify that backup subcontractor documentation is provided. The Contractor shall prepare documentation of the TI review for the COR. The Contractor's evaluation shall include analysis of construction trade elements and/or subcontractor bids as well as provide review and comment on shell, TI, and BSAC cost delineation.

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 prepare a TI/BSAC PNM to provide a record of negotiations. This document for the Lease file shall capture the principal elements of the negotiated agreement, and include all required elements outlined in FAR 15.406-3. Templates issued by the Office of Leasing, including the TI/BSAC PNM and Attachment A to the TI/BSAC PNM (the table to delineate GSA/Lessor/Agency comments with each corresponding TICS Division), shall be used. 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 ensuring distribution of the Lessor's meeting minutes for the initial construction 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 Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 7 Construction Phase, sub-part 4 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 specifications and standards in the RLP. Minimum progress inspection expectations are identified in the table below and shall align with major milestone inspections such as, but not exclusive of, local building inspections, rough framing, rough electrical, security installation and HVAC balancing and commissioning. The Contractor may elect to perform additional inspections at their discretion. The Contractor shall submit to the COR written documentation of the on-site construction progress inspection(s) including photographs on GSA Form 220, Inspection Report for Work Under Contract.

These progress inspections are separate from the space acceptance inspection. For projects 3,000 ABOA SF or below, 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's role is limited to verifying compliance of the buildout per the DIDs, Lease, Lease Construction Schedule, and work progress. The Contractor shall partner with the COR to research/address post award Request for Information (RFI) and Change Orders from the Lessor. These changes shall be maintained on an RFI/Change Order Log. The Contractor shall perform the number of inspections based upon the square footage, as follows:

ABOA SF MIN	ABOA SF MAX	Number of Progress inspections*
0	3,000	0
3,001	10,000	1
10,001	25,000	2
25,001	N/A	4

*The chart above specifies the required number of inspections when Post Award Services are requested. In the event the lease transaction is a succeeding with paint/carpet only, the Contractor shall perform up to one progress inspection only.

The Contractor shall deliver images to the project team and ensure that they are sufficient in quantity and quality to accurately depict the project status. The Contractor may elect to provide an electronic time lapse video of the construction process in lieu of the color progress photos.

Contractor shall label each photograph with a description (what and from where taken) and date taken. Photographs shall reflect technical parts of the project in progress which show the main component areas of construction and any particular area of concern such

as security mesh in walls, mechanical system control systems, and specialized electrical security requirements.

Examples of inspections that may be requested at the following specified times:

a. At Kickoff meeting to verify existing conditions
b. At beginning/completion of demolition (if applicable)
c. Rough-in framing - prior to construction start of drywall installation floor plan/layout inspection to ensure room square footage meet design intent
d. Rough in electrical
e. Security Installations such as bullet resistant walls or windows. Installation of steel mesh, security sensors or cameras
f. Ceiling Grid Installation with diffusers, lights, fire alarms, security sensors and cameras dropped in without the full installation of the ceiling tiles
g. HVAC commissioning or balancing
h. At pre-final walkthrough to ensure project completion and ready for Government acceptance
i. At final walk through with the tenant agency, COR and lessors' team, mandatory
j. Punch-list Completion Inspection (and re-inspect a maximum of one time only if necessary)

The Contractor shall keep accurate and detailed supporting documentation of project progress received from the lessor during all stages of construction. The Progress Inspection reports, along with any other records, shall be submitted to the Leasing PM and COR. The Contractor shall ensure that each independent report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and any other general remarks that may affect timely completion. All documentation shall be uploaded to G-REX as part of the project record.

The Contractor shall not take any action that commits Government funds, and more specifically, shall avoid any instruction(s) to the Lessor and/or construction contractor that could be interpreted as authorizing modifications to the contract. All modifications to the contract must be processed as formal contract modifications. Tenant agency requests must be approved by the COR prior to requesting a proposal 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. In the event that the Contractor notices discrepancies, they shall inform the LCO.

7. 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 confirm that 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.

8. 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, submissions for radon testing, as required, color boards, and finish samples. The Contractor shall maintain these submissions in the Lease file.

9. Change Order Management and Tenant Improvement Overage
   The Contractor shall comply with Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 7 Construction Phase, subpart 5, Change Orders. As directed by the COR, the Contractor shall negotiate change orders and prepare Lease Amendments 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/BSAC 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.

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

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

10. 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 Space Acceptance Inspection as defined in Leasing Desk Guide Chapter 2, New or Replacing Lease, Part 7 Construction Phase, subpart 6 Acceptance Inspection. The Contractor shall provide a minimum of ten (10) final color photographs for each floor of construction work. Photographs shall reflect technical parts of the project which show the main component areas of construction and any particular area of concern such as security details, mechanical system control systems, and specialized electrical security requirements. In the event there is a question as to the content of the photographs, the Contractor shall consult the COR.
    The Contractor shall provide a recommendation to the COR that the space is substantially complete but the Contractor cannot accept the space. The Contractor shall develop a punch-list to be reviewed by the COR. For succeeding lease actions, the Contractor shall follow the acceptance process outlined under Leasing Desk Guide

Chapter 5, Succeeding Lease, Superseding Lease, subpart 16, Space Acceptance and Rent Commencement.

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

12. Rent and Lease Commencement Lease Amendment
    The Contractor shall prepare the Lease Amendment for rent and lease term 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 Lease Amendment each to the Lessor and tenant agency and upload an electronic copy in G-REX.

13. 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 Lease File Checklist for the relevant lease model and setup in the folders/format specified by the region in which the task order was issued.

14. Broker Project Completion Certification
    Upon project completion, the Contractor shall obtain a Broker Project Completion Certification (Section J, Exhibit 13, Broker Project Completion Certification) from the COR confirming that all deliverables have been received and documents have been uploaded into G-REX or other systems.

C.4.3.3.1. Enhanced Post Award Services

The Government may request Enhanced Post Award Services for only high value leases. Enhanced Post Award Services is distinctive from Post Award Services, and is intended to provide a greater level of project support, in the following ways:

- More experienced Senior Post Award Manager, as defined in Section H.3.8.5
- Increased inspections and photographs (using 360 degree camera technology), as detailed below the progress inspection chart
- Detailed TI / Change-order review/analysis:
    - Shell/TI Delineation
    - Schedule Impacts
    - Unit Price Review

For Enhanced Post Award Services, in addition to performing all of the duties of Post Award Services as defined in Section C.4.3.3 above, the Contractor's Senior Post Award Manager is expected to provide a higher-degree of consultative oversight. The effort will consist of additional construction inspections as defined below and oversight duties in order to monitor the project to a successful completion in accordance with the lease requirements. The Contractor

will provide an active role in minimizing costs during design and construction to maximize taxpayer savings.

The Lessor remains solely responsible for designing and constructing the leased premises in full accordance with the requirements of the lease.

PROGRESS INSPECTIONS

The Contractor must attend the construction kickoff meeting in person. Progress Inspections during the build-out phases should be aligned with major milestone inspections. The Contractor shall perform the number of inspections based upon the square footage, as follows:

ABOA SF MIN	ABOA SF MAX	Regular Post Award Inspections	Additional Enhanced Inspections	Total Enhanced Post-Award Inspections
10,001	25,000	2	1	3
25,001	50,000	4	2	6
50,001	100,000			8
100,001 or any prospectus project	250,000*			2X per month for construction period

*For Zone 4 only, square footage may exceed 250,000 ABOA for projects.

Note: The chart above specifies the required number of inspections when Post Award Services are requested. In the event the lease transaction is a succeeding with paint/carpet only, the Contractor shall perform up to one progress inspection only.

A Progress Inspection report must be provided within 72 hours of said inspection and documented with photos. The purpose of the inspection is to inspect the construction site, identify deficiencies between the construction in-place and the design documentation, Lease document, Special Requirements Package and verify construction is progressing per the construction schedule or identify any schedule variances. The Contractor will also recommend to the COR and Leasing Project Manager the rejection of materials or workmanship not conforming to the lease requirements (and the drawings) identified above, in writing, identifying the deficiency. The inspections will be coordinated with the COR and documented in a project log that records the inspection, summarizes the results of the visit, and documents the project construction supervisor on site at the time of the inspection.

The Contractor is required to take progress photos during site visits, to include at least one 360 degree image of the space. The Contractor shall deliver the photos to the project team and ensure that they are sufficient in quantity and quality to accurately depict the project status. The Contractor may elect to provide an electronic time lapse video of the construction process in lieu of the color progress photos.

C.4.3.4. Lease Extensions (Module 6)

For Lease extensions, the Contractor shall comply with Leasing Desk Guide Chapter 7, Lease Extensions, and any applicable Lease Acquisition Circulars and Leasing Alerts. Under this scope of work, extensions tasked to the Contractor must be commissionable.

Planning Services shall be executed as follows:

1. Prior to task order award for an extension, the COR will coordinate the term of the extension to match the scheduled occupancy date of the associated new lease acquisition.
2. Upon receipt of task order award for an extension, the Contractor shall prepare a Project Management and Acquisition Plan and submit to the COR for approval and signature where required by the Leasing Desk Guide Chapter 7.
3. The Contractor shall develop and submit written Negotiation Objectives to the COR for approval and signature.
4. The Contractor shall submit a Justification for Other Than Full and Open Competition (Justification), and cost-benefit analysis as required, to the COR for approval and signature where required by GSAM 570.
5. 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.
6. At the conclusion of negotiations, the Contractor shall submit to the COR for approval and signature, at a minimum, a Price Negotiation Memorandum as a written record of discussions with the lessor, a draft Lease Amendment, and a letter of transmittal to deliver the Lease Amendment to the lessor. Documentation shall include mathematical calculations supporting the final commission and rental rate. The format provided in Commission Language shall be used to specify the above information.
7. COR shall distribute one original fully executed Lease Amendment each to the Lease Administration Manager (LAM), the lessor, and the tenant agency. The Contractor shall upload an electronic copy in G-REX.

C.4.4. MARKET INTELLIGENCE

C.4.4.1. 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 NCOR. Within 30 days of the request, each Contractor shall provide the following types of market data to the NCOR:

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. shell rent (e.g., recovery of investment on ownership costs of land, building, financing plus profit).
    b. Space build-out cost amortized over the lease term.
    c. Lessor provided TI as part of shell 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 NCOR as the specific need dictates. There is no guarantee of a task order for performing this service.

C.4.4.2. Annual Market Overview and Partnership

The Government is seeking to leverage the Contractor's market data and intelligence to increase awareness of market opportunities, risks and concessions. With this knowledge exchange, the Government and Contractor can jointly elevate and educate the tenant agencies on their respective portfolios. At minimum, on an annual basis, the Contractor shall make a presentation (in person or virtually) on selected markets as designated by regions through the NCOR. These presentations may be combined with the regional performance meetings as described in Section C.2. The market information shall leverage innovative technology. The presentation shall include emerging market trends, industry overviews, a commercial landscape analysis and other relevant information. The Contractor may be required, upon request by NCOR, to present or provide this information. If a Contractor firm routinely produces quarterly or annual market research, this research shall be shared with the government as it is published.

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

A. 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.

B. The Contractor shall not contact GSA General Counsel directly to discuss the above issues. All coordination with GSA General Counsel will be handled by the COR or ZCO. The Contractor shall respond to requests for information from GSA either verbally or in writing 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 providing a timeline of

lease procurement activity.
2. Assemble a protest file in accordance with FAR 33.1.
3. Participate as a 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 supporting documentation to the COR.
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.

The Contractor shall not respond to Congressional inquiries without approval from GSA. All Congressional inquiries shall be directed to the National Program Manager for submission to the Office of Congressional and Intergovernmental Affairs.

C.6. REPORTS

A. GSA will provide contractors with reports pertaining to their task orders directly from source systems. The Contractor will be responsible for reviewing and validating the information provided in these reports. If there are any issues or discrepancies, the contractor is responsible for correcting the information in the source system or bringing this to the attention of a GSA official.

B. 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.

C. Other necessary reports or deliverables for management of this contract, such as, HSPD-12, FISMA, and Security, included in the contract not identified in this section, will be identified by the National Contracting Officer with appropriate format and frequency after award.

C.7. QUALITY CONTROL REQUIREMENTS

The Contractor is responsible for quality control as defined in their approved Management 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 Management Plan is incorporated into and becomes a part of this contract. At minimum, the Staffing Matrix shall include broker personnel, employee/workload ratio, clearance, required system access, and training status. The Staffing Matrix shall be submitted for review at base contract award and re-submitted on an annual basis. The plan must also specifically indicate what other work the identified personnel will be working on simultaneously

with this contract and a percentage of their dedication to this contract, as documented on this template and submitted via PDF annually.

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 the Contractor Performance Assessment Reporting System (CPARS). The following areas will be assessed: Quality, Management, Cost Control, Schedule, and Small Business Subcontracting.

In order to assess these areas, input will be obtained from individual CORs and Program Officials. Every lease transaction will also be evaluated at the national and/or regional program level for Cost Control and Schedule. For all high value projects, CORs will evaluate task-level performance at various milestones throughout the project life-cycle. The Government may also elect to evaluate a random sampling of limited/moderate value lease projects at the COR level. The evaluations required will vary based on the specific service ordered. CORs will evaluate all milestones using the Quality and Management criterion. The task-level COR milestone evaluations required for each module type are listed below:

Module 1 - **Deluxe Acquisition Services** - Requirements Finalized, Solicitation Package Issued, Lease Award, Tenant Improvement NTP and Occupancy milestones apply.

Module 2 - Programming and Acquisition Services - Requirements Finalized, Solicitation Package Issued, and Lease Award milestones apply.

Module 3 - Occupancy Services - Solicitation Package Issued, Lease Award, Tenant Improvement NTP, and Occupancy milestones apply.

Module 4 - Lease Acquisition - Solicitation Package Issued and Lease Award milestones apply.

Module 5 - Limited Value Leases - Requirements Finalized, Solicitation Package Issued, Lease Award, Tenant Improvement NTP, and Occupancy milestones, as applicable.

Module 6 – Planning Services - Lease Award and Occupancy milestones apply.

In assessing performance, the National Contracting Officer will also consider the Contractor's ability to achieve GSA's measures and/or national objectives as well as observations of the Contractor's performance, made by the Regional Program Officials and the National Program Officials. The Contractor will be notified, within 60 days, of any changes made to the national evaluation criteria. For example, the Government may aggregate cost control data and timeliness across a particular zone to evaluate the Contractor's ability to achieve taxpayer savings.

C.9. MINIMUM CONTRACT QUALITY STANDARDS

The Government will evaluate the Contractor's performance as identified below as Unsatisfactory, Marginal, Satisfactory, Very Good, or Exceptional in the contract's minimum performance standards for each of the following performance criteria. The minimum performance standard for each criterion below corresponds with a satisfactory rating.

National Program Officials	Regional Program Officials	COR

• Quality • Schedule • Cost Control • Management • Small Business Subcontracting	• Quality • Schedule • Management	• Quality • Management

Quality
This criterion considers the degree to which documents and reports, submitted by the Contractor, are complete, accurate, and neat, complying with applicable regulations and policy, using correct grammar and appropriate language. It also considers the Contractor's adherence to GSA policy as it pertains to creating and maintaining the lease project file in G-REX, or its replacement.

Minimum performance standard: Documents generally require one or two revisions before a final draft is considered acceptable, and are accurate in content. Errors are generally minor in nature, meaning that there are no gross errors, inconsistencies, omissions, or inaccuracies.

Schedule (This Section was replaced in its entirety)
This criterion considers the Contractor's ability to replace expiring leases timely with a long-term solution. This evaluation criterion calculates the percentage of the expiring lease inventory that is replaced with a long term solution in dollars as well as number of leases.

Schedule (Timeliness)	
Rating	**Weighted Average Percentage (Count and Dollars)**
Unsatisfactory (1)	0-39%
Marginal (2)	40-50%
Satisfactory (3)	51%-60%
Very Good (4)	61%-70%
Exceptional (5)	71%-100%
The adjectival rating is based upon a weighted average calculation of the Number of Expiring Leases Replaced and Expiring Lease Dollars Replaced. The Number of Expiring Leases Replaced is weighted more heavily. ***Using values in the table above, formula for computation: (E.g. Percentage (% of Leases Replaced) + (% of Leases Replaced) + (% Expiring Dollars Replaced)] / 3 = Weighted Average Percentage)*-->Adjectival Rating**	

Minimum performance standard: Achieve a weighted average of at least 51% by replacing both expiring leases and dollars prior to existing lease expiration without an interim leasing solution, as measured at lease commencement.

At the regional level, this criterion considers the Contractor's ability to provide deliverables, including lease file documents and administrative submissions, in accordance with the established timeframes, and update the project schedule. While there may be some occasional delays on the Contractor's part, the major milestones are delivered on time. The Contractor provides status and schedule updates, to include delays. The Contractor responds to communication from regional and national program officials in accordance with response times as identified in Section C.

Cost Control (This Section was replaced in its entirety)

This criterion considers the Contractor's ability to deliver favorable lease deals. This evaluation criterion calculates the percentage of leases with cost avoidance associated with the overall deal and the cost avoidance in terms of dollars saved compared to the full lease term value of the assigned deals.

Cost Control		
Rating	**Leases with Cost Avoidance (Count)**	**Cost (Dollars) Avoidance Percentage**
Unsatisfactory (1)	0-39%	< 0%
Marginal (2)	40-50%	0-10%
Satisfactory (3)	51%-60%	10%-15%
Very Good (4)	61%-70%	15%-20%
Exceptional (5)	71%-100%	> 20%
The final adjectival rating for cost control is based on the weighted average of the respective adjectival ratings for both the percentage of number of leases with cost avoidance and the total cost avoidance percentage*. The cost avoidance percentage is weighted more heavily. ***Cost avoidance percentage is based on the dollars saved by negotiating leases below market and/or reducing RSF.** ***Using values in the table above, formula for computation: (E.g. [Adjectival (Count) + Adjectival (Dollars) + Adjectival (Dollars)] / 3 = Adjectival Cost Control Rating)***		

Minimum Performance Standard: Achieve a combined weighted average score of satisfactory by negotiating leases below market and providing cost avoidance through negotiations and RSF reductions.

Management
This criterion considers the Contractor's demonstration of knowledge, pertaining to contract terms, laws, statutes, regulations, Executive Orders, leasing process, policies, and local markets. It also considers the Contractor's ability to maximize competition when possible and to provide valuable business guidance and solutions to the Government. The Contractor recommends and provides innovative solutions (technology or other) to the Government. Additionally, this criterion 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.3.6. This criterion will also consider the Contractor's compliance with their Management Plan.

Minimum performance standard: The Contractor demonstrates a working knowledge of the Federal leasing process. The Contractor requires occasional technical direction but executes direction accurately. The Contractor employs qualified, trained personnel with an understanding of the contract and the GSA Lease Acquisition requirements. The Contractor identifies obstacles and offers strategies to mitigate them during the course of the contract.

The Contractor complies with GSA Standards of Conduct, identified in Section H.3.6, and maintains a professional demeanor. The Contractor's interactions are generally positive and constructive. The Contractor assists in strategic planning when requested. For this assessment, program officials will also review and determine Contractor's adherence to their Management Plan.

Small Business Subcontracting
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.

Subcontracting plans should be based on estimated commissions (revenues). Plans will be monitored to see if the percentages, proposed in the subcontracting plan for the designated categories, are achieved.

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

Performance data will be entered annually at the end of each contract performance period into CPARS.

Contractors will receive access via email and are 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.

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

A. All correspondence, including emails, shall include the firm name and associated contract numbers.
B. All documents prepared by the Contractor for signature by a GSA official must be prepared on GSA letterhead.
C. 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 conforming to the standards identified in Section H.3.4.

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

All email correspondence relating to performance of this contract must be transmitted using GSA.gov mail accounts. Building drawing files may NOT be transmitted to external accounts 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 Section J, Exhibit 1**,** Laws, Statutes, Executive Orders, Regulations, and falls under GSA's Controlled Unclassified Information Program as referenced in Section H.6. Additional information will be provided after award.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. GENERAL

A. 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 as documented in their approved Management Plan.

B. 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.

C. 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)

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 a Management Plan, which includes the Quality Control Plan, 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 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)

SECTION F - DELIVERY AND PERFORMANCE

F.1. PLACE OF PERFORMANCE

Each contract will be performed in one of the following geographic coverage areas: Northern Service Area (Zone 1), Southern Service Area (Zone 2), Western Service Area (Zone 3), and the National Capital Service Area (Zone 4). There will be two (2) awards made in Zones 1-3; three (3) awards will be made in Zone 4. No Contractor will be awarded more than two zones.

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

Under the National Defense Authorization Act for Fiscal Year 2020, Pub. L.116-92 (NDAA) Section 893, Modification To Requirements For Purchase Of Commercial Leasing Services Pursuant To Multiple Award Contracts, this contract is temporarily exempt[1] from competition requirements of FAR 16.505(b)(1) that require all contractors to be provided notice and have an opportunity to submit an offer for all task orders valued above the simplified acquisition threshold.

Subject to the paragraph above, task orders may be issued to one Contractor for an individual lease acquisition or for a group of lease acquisitions. For example, lease acquisitions may be grouped for some or all of a particular agency's requirements, for a particular geographic area, or for a multi-agency requirement. The Contractor's applicable pricing will be used for each individual lease acquisition, including for those that are part of a group on a single task order.

A. For task orders estimated to yield a net commission to the Contractor at or below the Micro-Purchase Threshold (MPT), the selection of a Contractor within the zone will be at the discretion of the Zonal Contracting Officer.
B. For task orders estimated to yield a net commission to the Contractor in excess of the MPT, all Contractors within the zone will be provided a fair opportunity to be considered for award of the task order.
    1. A best value selection will be made for all task order awards. Best value selections may be based on, but not limited to, the factors below:
        i. Past performance (Past performance may include, but is not limited to, performance on earlier orders under the contract, performance as evaluated during this procurement, performance on other broker assignments including predecessor contracts, and CPARS.)
        ii. Demonstrated lease cost avoidance on previous lease acquisitions
        iii. Contractor's specialized knowledge, experience, or capability, based on the specific requiring need
        iv. Potential impact on other orders placed with the Contractor (workload)
        v. Price[2]

[1]The applicable NDAA provision providing the exemption terminates on December 31, 2025. As a result of the NDAA, GSA obtained a Conditional Approval of a Class Deviation to FAR 16.505(b)(1). At such time as the NDAA provision terminates, or the Conditional Approval of a Class Deviation to FAR 16.505 is revoked, this contract will no longer be exempt and all FAR competition requirements will apply.
[2] If GSA provides an opportunity to offer a competitive commission rate for any task order, the Contractor is not required to provide a lower commission rate. The Contractor may respond with a commission rate equal to or

2. Contractors may be requested to provide responses to fair opportunity notices to assist the Government in making fair opportunity determinations.
3. Technical factors will be considered significantly more important than price.
4. Post award debriefings will be provided upon request for task orders in accordance with FAR 16.505(b)(6).

C. Exceptions to the fair opportunity process apply as outlined in FAR 16.505(b)(2).

D. Contractors shall respond to all fair opportunity notices.

E. Contractors shall accept written task orders issued on a GSA Form 300 by a ZCO. Verbal task orders may be issued in emergency or disaster situations by the ZCO after approval by the NCO, which will then be followed by a written email confirmation of the order prior to issuance of a written task order on a GSA Form 300. 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 electronically. Task orders must be accepted.

F. For Conflict of Interest procedures, see Section H.5.D Paragraphs 11 and 12, and Section H.5.E.

G. Only GSA, PBS, warranted Contracting Officers with delegated ordering authority from the NCO may place orders against this contract.

H. **A firm completion date will be established for each task order**. The date shall be established prior to award and included in the task order. If it is necessary to revise the completion date after award of the task order, it shall be revised in the approved project schedule. A copy of the approved schedule shall be provided to the ZCO after approval by the COR. No changes may be made to the completion date unless the task order is modified by the ZCO.

   The GSA task order will state the Module being ordered and include a firm completion date that must be met by the Contractor.

I. The GSA Office of Acquisition Policy is the GSA Ombudsman for task order contracts and shall review complaints about fair opportunity concerns and ensure that Contractors are afforded a 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
   1800 F Street NW Washington, DC 20405-0001
   PHONE: (202) 501-0699

F.4. PERFORMANCE CRITERIA

Performance criteria are stated in Section C.

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less than the applicable awarded commission rate. Contractors will have an opportunity to offer a lower commission rate for all task orders with an estimated commission value to the Contractor exceeding $2,000,000.00.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. GOVERNMENT 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.

G.1.2. National Program Manager (NPM)

The NPM will be delegated specific authorities by the NCO. The NPM is the technical expert for matters related to Federal lease acquisition policies and procedures. The NPM provides technical direction to NCO, NCORs, contractors, and regional program managers. The NPM will review regulations and program changes and as necessary submit requests for contract modifications to the NCO. The name and contact information of the NPM will be provided at the 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 RPMs. 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)

The NCO will delegate authority to an RPM in each of the eleven GSA PBS Regional Offices who is program focused and responsible for coordinating regional contract issues and work requirements primarily with the NCOR. There will be multiple RPMs per zone. The RPM has delegated authority for regional program management and is responsible for the overall assessment of Contractor performance for the region. The RPM acts as the regional technical authority responsible to affirm commission information, coordinate with the ZCO on evaluation dispute resolution, and act as the primary contact point for Contractors. This person shall ensure COR evaluations, project completion/close-out, and modifications are completed accurately and timely. In addition, the RPM shall track project performance impacting regional measures including Lease Cost Avoidance Plan and other initiatives that may change over the term of this contract. RPM names and contact information 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. Zonal Contracting Officer (ZCO)

The NCO will delegate authority to a warranted contracting officer from each zone to serve as the ZCO. There will be multiple ZCOs per zone. While the ZCO 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 ZCO for a task order will approve all task order changes via written task order modification.

Responsibilities of the ZCO's include, but are not limited to:

- Awarding task orders in accordance with the Ordering Procedures in Section F.3, 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 (CORs).

G.1.6. Contracting Officer's Representative (COR)

A COR will be delegated in writing by the ZCO and named on each task order. The COR for a task order is the GSA assigned representative for any lease award or leasing action resulting from the issued task order and is GSA's primary contact with the tenant agency. 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 timely performance evaluations and discussing them with the Contractor; reporting performance problems to the RPM or ZCO and accepting services.

If the COR is not being responsive with communication and approval of documents, the Contractor must escalate these issues to the RPM. If the issue remains or is not resolved in a timely manner, it should be escalated to the NCOR and NPM.

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 the 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 ZCO. 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.1.8. Client Planning Manager

For Requirements Development, the project team may include a Client Planning Manager (CPM). The CPM provides strategic advice, recommendations and solutions to and/or resolves complex issues for PBS clients, performing two sets of functions - strategic account management and requirements gathering.

The CPM works closely with the Contractor, COR and a variety of stakeholders to ensure comprehensive and seamless client support, and to develop and leverage relationships to assist GSA PBS customers in achieving their business objectives for the mutual benefit of the organizations. The CPM does not provide direction to the Contractor.

G.1.9. Project Manager

The project team may include a Project Manager (PM). The PM shall know the terms and conditions of the contract. The PM and COR may coordinate Contractor activities. The PM may interact with the Contractor, but they shall not offer technical direction to the Contractor to complete a task. The PM may advise the COR of performance issues as they arise, and review and provide feedback to the COR on the Project Schedule and all revisions in G-REX. The PM shall consult with the COR on matters related to contract interpretation.

The PM may not direct the Contractor to perform inspections beyond the minimum number required by the contract. The PM may converse with the Contractor about inspections. The PM cannot direct the Contractor to add additional market research to the market survey. The PM cannot direct the Contractor to include buildings in the market survey that have not been approved to visit by the COR. The PM can coordinate agency, Contractor and government schedules to assure that all major stakeholders for the project are involved. Any PM advice or recommendation for the Contractor that provides technical direction must come from the COR.

The following are limited examples of items that are not considered technical direction and requests that can be made by the PM. The PM may ask the Contractor the status of work that is already ordered by the task order. The PM may say, "Have you updated the project schedule?" or "Has that been uploaded into G-REX?".

G.2. FINANCE DATA – COMMISSIONS AND COMMISSION CREDITS

G.2.1. Commissions

A. The offeror on the lease contract must include the amount of commission or fee paid to his agent(s), contractor(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 Contractor in column (b) of the same form.

B. 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.

C. The Contractor will evaluate and negotiate the elements for each lease offer under the review and approval of the COR.

D. The Contractor shall document in the Lease:
   1. the total dollar value of the commission,
   2. the commission percentage or dollar per square foot (whichever applies), and
   3. the total dollar value of the Commission Credit to be applied to shell rent at lease award. (Reference Section J, Exhibit 5, GLS *Plus* Commission Agreement)
   4. The Commission Credit will be reflected as a reduction to the rent.
   5. The Contractor and COR must submit appropriate documentation to the RPM and ZCO for verification of the commission amount with the task order.

E. 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.

F. The lease shall document the portion of the commission allocated in accordance with the awarded task order when applicable.

G. 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.

H. 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

A. The Contractor shall have the Lessor credit to the lease transaction the Commission Credit to the shell rent as set forth in Section B.3.1.

B. The commission as negotiated between the successful offeror and Contractor shall be documented in the Commission Agreement and lease agreement.

C. 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

A. 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 Business (SB) concerns will become a part of the contract.

B. The required subcontracting plan must be submitted and approved prior to award of a contract.

C. All targets for SB participation, expressed as dollars and percentages of total contract value, in each authorized NAICS Industry Subsector, and a total target for SB participation by the Contractor. As a reminder any substitutions of other than listed SB participation targets requires notification to the contracting officer.

D. Contractors shall utilize the Electronic SubContractor Reporting System (eSRS).

E. In accordance with FAR Clause 52-219-9, (d)(10) Small Business Subcontracting Plan, reports must be submitted by the dates specified at the end of each reporting period in the eSRS system.

F. FAR Clause 52.219-9 requires that all Contractors (Other than Small) shall submit reports at the end of each contract performance period. SB participation by the Contractor, including joint venture partners, and team members, and a total target for SB participation by subcontractors targets shall be incorporated into, and become a part of, any resulting contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. QUALIFICATION REQUIREMENTS FOR CONTRACTOR'S FIRM

A. Contractor firms shall have a minimum of three years commercial real estate experience providing services 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 contract (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.

B. Contractor firm must also demonstrate lease experience similar to the governmental high to moderate value lease projects described in this contract.

C. All Contractors are required to have brokerage licenses or the authority to operate as required by state, local, or other governing laws or regulations necessary to perform all contract services, including collecting commissions. This authority to operate can also be through a co-brokerage agreement or subcontract.

D. In a state where a real estate sales agent is permitted to negotiate leases, a brokerage license is not required for this individual (transaction manager), so long as state requirements are met. However, brokerage licenses as stated in H.1.C must be met.

E. All Contractors must complete and provide to the NCO a copy of the "Confidential Information Agreement" form (Section J, Exhibit 10, Confidential Information Agreement), prior to receiving access to G-REX or other Government controlled databases (Section J, Exhibit 11, G-REX Broker Access Processes**)**.

H.2. LOCATION OF CONTRACTOR'S OFFICES

Please reference Section 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.3, 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 the 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 Section J, Exhibit 11, G-REX Broker Access Processes, for current procedures concerning G-REX Access Procedures.

H.3.4. Securing Government Information

All information collected on behalf of this SOW/Contract/Task Order shall be considered Government information and shall be protected per GSA IT Security policy. To secure this information, Contractors shall use Government provided systems and email to store, process, or transmit any and all information pertaining to the services provided under this contract.

Unless specific exceptions have been granted in writing by the NCO/NCOR, Contractors are not permitted to store files on non-GSA servers, systems or email. The use of non-GSA servers, systems or email for Government work will be handled in accordance with the performance standards as set forth in the contract.

Contractors must meet the following requirements:

Government Furnished Equipment (GFE)/ Government Furnished Information (GFI)

Government Furnished Equipment (GFE) or Government Furnished Information (GFI) will be provided to the Contractor during the period of performance of the contract, under the following conditions:

1) Use of the GFE and GFI is for the sole purpose of completing the requirements of this contract
2) The contract employee has received a pre-favorable background investigation determination/adjudication; expected to result in a final favorable determination/adjudication, or
3) The contract employee has already received a final favorable background investigation determination/adjudication.
4) The contract employee has completed the required user training.

Note: GFE includes virtual desktop access provided by GSA and does not necessarily constitute the distribution of hardware to the Contractor. Access to the GSA network, whether direct or through other means, such as the GSA Virtual Private Network (VPN), is contingent upon each contract employee having successfully received an initial and final favorable background investigation.

GSA Policies:

The Contractor shall comply with the following GSA Directives/Policies:

1) GSA Order CIO 1878.1, “GSA Privacy Act Program”
2) GSA Order CIO 2100.1, “GSA Information Technology (IT) Security Policy”
3) GSA Order CIO 9297.2, “GSA Information Breach Notification Policy”

The Contractor shall comply with the following GSA policies listed below when inside a GSA building or inside a GSA firewall (i.e. when using GSA provided-systems and access):

1) GSA Order CIO 2100.3, “Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities”
2) GSA Order ADM 9732.1E Personnel Security and Suitability Program Handbook

The GSA policies listed in this paragraph must be followed, if applicable.

1) GSA Order CIO 2103.1, "Controlled Unclassified Information (CUI) Policy"
2) GSA Order CIO 2104.1B, CHGE 1 "GSA Information Technology (IT) General Rules of Behavior"
3) GSA Order CIO 2182.2, "Mandatory Use of Personal Identity Verification (PIV) Credentials"

Required Training

To maintain compliance with GSA systems, all GSA and other agency employees, and Contractors, as appropriate given their role, must adhere to GSA Order CIO 2100.3C, CIO Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities, and GSA CIO-IT Security-05-29: Security Awareness and Role Based Training Program. All Contractors (internal and external) must provide verification that Security Awareness and Privacy Training approved by GSA has been completed within 30 days of notification to complete the training and annually thereafter. Failure to comply with annual awareness and specialized IT security training requirements will result in termination of GSA network account and access to GSA information systems.

All GSA contractors must comply with all applicable requirements per CIO 12-2018, IT Policy Requirements Guide.

H.3.5. Tenant Agency Security Requirements

A. 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.

B. Individual activity subcontractors are not required to have a security clearance if their sole function is to perform a market research/survey and they will not have access to the Government's computer systems, or any information other than what is necessary to conduct a market survey. Please note, all individual activity subcontractors are required to sign a Non-Disclosure Agreement prior to the market survey. If the subcontractor, enters a Government owned or lease facility to tour the space, they must be escorted.

C. 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 the identification issued by the agency while on the premises. 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), subcontractor employees, independent contractors, or any other individuals the Contractor has involved in performance of this contract, from contract work whom 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 operation 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 ZCO 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.

6. Enforcement of any parts of this section by the Government will result in no increased cost or price to the Government.

H.3.8. Personnel Qualifications

H.3.8.1. General

A. The Contractor shall ensure that employees, including manager(s) and subcontractor personnel have the required certifications, state brokerage licenses, experience, and training specified in the contract in order to efficiently and effectively perform the services. Contractors are 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. Upon submission for any new personnel, Contractor must provide resumes with Contractor Information Worksheet (CIW) to the NCOR. Contractor and subcontractor personnel must have commercial real estate experience with a preference for Government leasing experience and training as specified in this contract. The Government leasing process is not comparable to the commercial real estate process. It is critical that Contractor personnel possess the necessary training and experience to independently carry out the transaction without relying on training from GSA CORs.

B. The Contractor shall certify compliance with state licensure requirements, acknowledge understanding of the Non-Disclosure Statement, and confirm there is no Organizational Conflict of Interest (e.g. exemptions, copy of state brokerage license, etc.) in G-REX within five (5) days of receipt of a task order. The Contractor shall submit documentation demonstrating that personnel assigned to a task order hold the appropriate state brokerage license or demonstrate the appropriate authority to perform the services required by the task order.

C. The Contractor shall utilize the personnel named or otherwise identified on its Management Plan 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 NCO and ZCO and provide a complete resume for proposed substituted personnel. The NCO 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.

D. 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 and must demonstrate that they are operating under the appropriate license in the assigned state for each task order.

E. 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 the services described in the contract for the assigned zones by contract award. Contractor shall provide documentation of compliance with state licensure requirements within five (5) days of receipt of a task order award (e.g. exemptions, copy of state brokerage license, etc.)

F. 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.

G. The Government may elect to audit a sample group of task orders to ensure compliance with licensure requirements, confirm employee suitability via the resume, and verify training completion. This random sampling shall be equal in number per firm, in a zone, but may vary in contract value.

H.3.8.2. Zonal Project Manager(s)

A. The Contractor must provide a Zonal Project Manager for the overall contract who will be the primary contact for the NCO, NCOR, and the NPM for matters related to the contract. The Contractor 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.

B. The Zonal Project Manager and alternate, and Senior Post Award Manager (SPAM) are considered key personnel and resumes 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.

C. The Key Personnel identified in this paragraph may not be replaced without prior approval by the NCO, NCOR 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.

D. The Zonal Project Manager shall submit Management Plan updates as needed for approval by the NCO, NCOR and the NPM which address the following changes after contract award: on-boarding, off-boarding, security clearances, licenses, zonal assignments, training completion dates, personnel assignments along with region and number of projects assigned.

H.3.8.3. Transaction Manager

The Transaction Manager will act in the capacity of, and perform the same duties as, a Government leasing specialist.The Transaction Manager must be a licensed, qualified commercial real estate personnel with a minimum of five years experience for high value transactions and three years experience for moderate and limited transactions, in performing commercial real estate transactions (tenant or owner representation services) similar to those described in the contract, including Government leasing experience. 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. Transaction Managers assigned to a task order shall be available during the normal work hours of the region where work is being performed. If multiple personnel, including individual activity participants, will perform services in connection with a task order, a primary Transaction Manager contact with overall responsibility for successful completion of the project must be identified for each task order. Substitutions of Transaction Managers on projects where key personnel was used as an evaluation factor for specialized experience during task order selection, shall be approved by the ZCO.

H.3.8.4. Post Award Manager

The Post Award Manager (PAM) 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 PAM must have a relevant understanding of the construction industry, terminology, documentation, and design disciplines. Additionally, the PAM 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 PAM 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 PAM 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.

H.3.8.5. Senior Post Award Manager

The Senior Post Award Manager (SPAM) is expected to provide a higher-degree of consultative oversight and project support to manage the project to a successful completion in accordance with the lease requirements. The SPAM will provide an active role in minimizing costs during design and construction to maximize taxpayer savings and must possess a high level of technical expertise. The SPAM must also demonstrate highly effective communication skills, be proactive and provide solution-oriented recommendations and creative uses of technological tools to communicate Government requirements.

H.3.8.6. Role Minimum Requirements Matrix

In addition to the Personnel Qualifications of Section H.3.8, all Contractor personnel shall meet the established minimum requirements per the following table.

Role	Minimum Education	Years Experience	Minimum Training	Annual Training Requirements
Zonal Project Manager	N/A	3 years of commercial real estate experience	Lease Acquisition Training, Pricing training*, + Zonal Training or equivalent*	Required OLU Training
Transaction Manager	2- 4 Year College Degree + Broker Licensure requirements by State/Local jurisdiction	5 years (high value projects), 3 years (moderate and limited value projects) of commercial real estate experience	Lease Acquisition Training, Cost and Price Analysis of Lease Proposals, Federal Real Property Lease Law, Pricing training, Zonal Training or equivalent*, + Client Planning Requirements Development Training (or its equivalent)*	Required OLU Training
Market Survey Specialist / Individual Activity Participant (Local Broker)	Broker Licensure requirements by State/Local jurisdiction	1-3 years of experience in research and/or market analysis	Market Survey Training*	Required OLU Training
Post Award Manager	N/A	3 years of post award support related to buildout	Lease Acquisition Training, Pricing training*, + Zonal Training or equivalent*	Required OLU Training
Senior Post Award Manager	Project Management Professional (PMP) Certification or a degree in Project Management	10 years of post award support related to buildout	Lease Acquisition Training, Pricing training*, + Zonal Training or equivalent*	Required OLU Training

*denotes Government provided training

H.4. RESTRICTIONS ON OTHER WORK

A. 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.

B. 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.

C. 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.

D. 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.

E. 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. 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 for the lease acquisition services 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:
    i. 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 of lading, or a subcontract under a Government contract; or

ii. Conducts business, or reasonably may be expected to conduct business, with the Government as an agency or representative of another contractor, and

iii. 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 include, but are not limited to, ownership of more than one-half interest.
3. "Affiliates" means 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", inform in a manner satisfactory to the Contracting Officer. Any such "conflict wall" shall, at a minimum:
   i. Ensure that all members of the Contractor's team comply with the "conflict wall" and the restrictions set forth in this Clause;
   ii. 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;
   iii. 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
   iv. 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 Zonal Contracting Officer may deem necessary and appropriate confirming the continuing existence of the "conflict wall" and the processes and procedures included there under.
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 restriction 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 within the Contractor's awarded Zone; 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, and 48 C.F.R. §9.505-4(b). At 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 lease acquisition to the COR. See Exhibit 4C.
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 award, to immediately notify the COR of any organizational or individual conflict of interest that would prevent or limit the Contractor's ability to perform the work requested. Dual Agency under this

GSA contract does not allow the same agent of the Brokerage Firm to represent both parties. 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 COR pursuant to paragraph D.3. above. Contractor shall continue performance of the request, unless notified in writing by the Zonal Contracting Officer; provided that the Zonal 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 Zonal Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work on the lease acquisition at no cost to the Government.

12. To immediately notify the COR of any organizational or individual conflict of interest discovered anytime after task order award; provided that the ZCO 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 ZCO determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work on the lease acquisition at no cost to the Government. At 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 lease acquisition to the COR.
13. That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Zonal 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.

E. Conflict of Interest Procedures. The Contractor shall submit Section J, Exhibit 4A (Organizational Conflict of Interest Agreement) and Section J**,** Exhibit 4B (Individual Conflict of Interest and Non-Disclosure Agreement) to the NCO prior to the issuance of Notice to Proceed under the base contract award for Contractor or subcontractor personnel, who will perform services in connection with the contract. If additional personnel are assigned to the contract at a later date, a non-disclosure/conflict of interest statement shall be provided to the NCO prior to their starting work on any task order.

H.6. CONTROLLED UNCLASSIFIED INFORMATION (CUI) AND SENSITIVE BUT UNCLASSIFIED (SBU) INFORMATION

A. 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.

B. Controlled Unclassified Information (CUI) is unclassified information that required safeguarding and dissemination control pursuant to law, regulation, or Government-wide policy, as listed in the CUI Registry by the National Archives and Records Administration (NARA).

C. Anyone responsible for GSA-controlled space or for managing or procuring Government owned or leased space on behalf of GSA, must follow 3490.2 PBS P Document Security for Sensitive But Unclassified Building Information. 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. The SBU policy will remain separate due to its unique nature, but is considered part of the CUI Program at GSA.

H.7. BASE CONTRACT AWARD ZONAL ORIENTATION AND TRAINING

After award, key Contractor personnel, as described in the Role Minimum Requirements Matrix above, 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, approving the Contractor's performance, and providing 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 base 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.

A. 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. 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 required training, temporary approval by the NCOR may be granted with the understanding that all must be completed within four 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.3.7. The Contractor will not be reimbursed for any costs associated with training.

B. Contractor personnel who perform lease acquisition functions shall meet the following training requirements prior to beginning work on this contract.
   1. Contract personnel with five 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. With the completion of these training courses mentioned above, a Contractor 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.
   2. The Contractor shall submit required documentation of commercial real estate experience and evidence of course completion within 120 calendar days of award to be updated as necessary to the NCO.
   3. 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.
   4. 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.

C. 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 and should attend. There is no charge for the training. If Contractor personnel attend in person, 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

GSA Real Estate Exchange (G-REX) is the system of record for documentation of lease procurement transactions and contracts.

A. GSA Leasing Associates, Project Managers, GSA Brokers, Lease Delegated Agencies and support contractors are required to utilize the G-REX application to manage lease projects for all lease actions, including but not limited to; new, new/replacing, succeeding, superseding, renewal, extension, expansion, reduction, alterations impacting lease terms, backfill and termination. All relevant project file documentation must be uploaded into G-REX; there are no exceptions to the requirement to use G-REX for lease projects.

B. G-REX is required for GSA Leasing Associates and support contractors to manage National Broker Contract (NBC), GSA Leasing Support Services (GLS), and any future broker contracts. There are no exceptions to the requirement to use G-REX for managing Task Orders. G-REX is an essential tool for reporting broker performance and reporting on and tracking of broker projects for senior GSA management, the Office of Management and Budget, Congress, Government Accountability Office, Inspector General, etc.

C. GSA Leasing Associates must complete related G-REX tasks (e.g. entering task order information, completing Evaluations, and entering Commission Credits).

D. Brokers must upload all project and lease documentation, complete tasks and obtain necessary approvals in the G-REX system.

E. GSA Leasing Associates must ensure that project and lease documents generated by brokers are located in G-REX to provide electronic storage of lease process documents and documentation for task order administration.

PART II

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.

I.1. 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: https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses

(End of clause)

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 (OCT 2015)
	11.	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
	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)
ENVIRONMENTAL	18.	FAR 52.204-4	PRINTING/OR COPIED DOUBLE-SIDED ON POST CONSUMER 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 (SEP 2016)
	22.	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
	23.	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
	24.	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
	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 (MAR 2015)
	27.	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
	28.	FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
	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 (OCT 2016)
	32.	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
	33.	FAR 52.219-4	NOTICE OF PRICE EVALUATION
	34.	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
	35.	FAR 52.219-14	LIMITATION ON SUBCONTRACTING (JAN 2017)
	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 (NOV 2017)
	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)
PERFORMANCE	42.	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
	43.	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)
AUDITS	44.	FAR 52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
DISPUTES	45.	FAR 52.233-1	DISPUTES (MAY 2014) - ALT I (DEC 1991)
	46.	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

PATENTS, DATA & COPYRIGHTS	47.	FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
	48.	FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
	49.	FAR 52.227-3	PATENT INDEMNITY (APR 1984)
TERMINATION	50.	FAR 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
COST ACCOUNTING STANDARDS	51.	FAR 52.230-2	COST ACCOUNTING STANDARDS (OCT 2015)
	52.	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)
PROTESTS	53.	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
IT RESOURCES /SECURITY	54.	FAR 52.204-2	SECURITY REQUIREMENTS (AUG 1996)
	55.	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION (JUN 2016)
	56.	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
	57.	FAR 52.224-2	PRIVACY ACT (APR 1984)
	58.	FAR 52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
	59.	GSAR 552.236-75	USE OF PREMISES (APR 1984)
OTHER	60.	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
	61.	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
	62.	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
	63.	FAR 52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
	64.	FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
	65.	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

66.	FAR 52.210-1	MARKET RESEARCH (APR 2011)
67.	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
68.	FAR 52.242-13	BANKRUPTCY (JUL 1995)
69.	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)

I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

The complete text of the contract clauses listed below is provided in this section.

I.2.1. 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.2.2. 52.216-19 Order Limitations (Oct 1995) Deviation

There is no minimum or maximum task order value limitation for this contract. The Contractor shall accept all task orders unless the Contracting Officer for the task order determines that a conflict of interest (Individual or Organizational) exists which would preclude the contractor from performing the work.

I.2.3. 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 contract.

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.2.4. 52.243-7 Notification Of Changes (Jan 2017) 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 paragraph 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 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 paragraphs (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 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 paragraphs (b) and (c) of this clause.

(End of clause)

I.2.5. 52.219-9 Small Business Subcontracting Plan (Aug 2018) Alternate II (Nov 2016) 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 subcontracting 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 subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"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.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses 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. If the Offeror is submitting an individual subcontracting 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 a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage 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. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts 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 concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(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 subcontracting 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, 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 $700,000 ($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) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
   (iv) 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 SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this

clause, or as provided in agency regulations;

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

(vi) Provide its prime contract number, its unique entity identifier, 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

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, 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, service-disabled veteran-owned, 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.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(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 certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(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, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting 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 subcontracting plan has been approved;

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

(3) Goals and any deviations from the master subcontracting 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 subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(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 and may be considered in any past performance evaluation of the Contractor.

(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 Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor 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 subcontracting 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. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) 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.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) 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 an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(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 the Contractor or a 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 $700,000 (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.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(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 and all indirect costs.

(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.

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

(End of clause)

I.2.6. 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) calendar days before expiration of the contract.

(End of clause)

I.2.7. 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of clause)

I.2.8. 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the

contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion date of the final task order.

(End of clause)

I.2.9. 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.2.10. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(a) Definitions. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror or Contractor represents that it [ ] will or [ ] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer

(OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

PART III

SECTION J - LIST OF EXHIBITS

Exhibit 1	Laws, Statutes, Executive Orders, Regulations
Exhibit 2	Agency Specific Requirements Template
Exhibit 3	Bullseye Methodology
Exhibit 4A	Organizational Conflict of Interest Agreement
Exhibit 4B	Individual Conflict of Interest and Non-Disclosure Agreement
Exhibit 4C	Dual Agency Disclosure Statement
Exhibit 5	GLS *Plus* Broker Commission Agreement
Exhibit 5A	GLS *Plus* Broker Commission Agreement Cover Letter
Exhibit 6	Reis Markets Data
Exhibit 7	Agency Long Term Space Requirements Needs Interview Questionnaire
Exhibit 8	Implementation of OMB Memorandum M-12-12 Section 3: Reduce the Footprint
Exhibit 9	Market Analysis
Exhibit 10	Confidential Information Agreement
Exhibit 11	G-REX Broker Access Processes
Exhibit 12	National Escalation Protocol
Exhibit 13	Broker Project Completion Certification

LAWS, STATUTES, EXECUTIVE ORDERS, REGULATIONS

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

I. FEDERAL STATUTES

1. **Reorganization Plan No. 18 of 1950 (40 U.S.C. 301 note)**
   Transferred all functions with respect to acquiring space in buildings by lease, and all functions with respect to assigning and reassigning space in buildings, to GSA.

2. **Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 585)**
   Provides GSA with 20 year leasing authority.

3. **Public Buildings Act of 1959 (40 U.S.C. § 3307)**
   Requires Congressional committee approval of leases with annual rental, excluding services and utilities, in excess of certain dollar thresholds. Further requires Congressional committee approval for lease alteration projects in excess of certain dollar thresholds. The thresholds indexed annually.

4. **Competition in Contracting Act of 1984 (41 U.S.C. § 251 *et seq.*)**
   GSA acquires leased space through the use of full and open competitive procedures mandated by this Act.

5. **Public Buildings Cooperative Use Act of 1976 (40 U.S.C. §§ 3306)**
   Requires GSA to afford a preference to historic properties in the leasing process. Also provides for the outleasing to the public of certain vacant Federal space when no Federal tenancy needs are present.

6. **The Small Business Act (15 U.S.C. §§ 631-647)**
   Requires a positive effort by Federal contractors to place subcontracts with small and small disadvantaged business concerns. The Act also requires publication of Federal procurement requirements, requires large businesses to submit small business subcontracting plans, and provides for liquidated damages for failure to meet subcontracting plan goals.

7. **Rural Development Act of 1972 (42 U.S.C. § 3122)**
   Requires Federal agencies to give first priority to rural areas in locating facilities. See also Executive Order 12072 regarding the location of Federal facilities in urban areas.

8. **Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613)**
   Requires disputes arising from federal contracts to be adjudicated by established processes and procedures.

9. **Prompt Payment Act (31 U.S.C. §§ 3901-3907)**

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

10. **Assignment of Claims Act of 1940 (31 U.S.C. §3727)**
    Allows contractors to assign rights to payment, including rent, to established financing institutions.

11. **The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4152)**
    Requires that public buildings be made accessible to the physically handicapped through construction and alterations to provide for suitable accessibility, restrooms, plumbing, water fountains, elevators, etc. The requirements of this Act are implemented through the Uniform Federal Accessibility Standards.

12. **Fire Administration Authorization Act of 1992 (15 U.S.C. § 2227)**
    Requires that an entire building be sprinkled or provide an equivalent level of life safety when Federal funds are used to lease 35,000 square feet or more of space in a building (under 1 or more leases) and some portion of the leased space is on or above the 6th floor. Also requires that all hazardous areas be sprinklered in all Government leases.

13. **Earthquake Hazards Reduction Act of 1977 (42 U.S.C. § 7705b)**
    Required adoption of standards for assessing the seismic safety of existing buildings constructed for or leased by the Government which were designed and constructed without adequate seismic design and construction standards.

14. **Energy Policy Act of 1992 (42 U.S.C. § 8253)**
    Requires the Federal Government to meet 20 percent energy reduction targets by the year 2000. This includes federally leased space.

15. **Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651-678)**
    Requires GSA to ensure that space leased and assigned to agencies provides safe, healthful working conditions, including building features such as lighting, guard rails, indoor air quality, fire safety features, emergency elevator requirements, etc.

16. **The National Environmental Policy Act of 1969 (42 U.S.C. §4321 *et seq.*)**
    Requires an assessment of the environmental impacts associated with major Federal actions, including Government leasing.

17. **National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 - 470w-6)**
    Requires listed historical properties to be protected from harm as a result of Federal actions, including leasing.

18. **Randolph-Sheppard Act (20 U.S.C. § 107)**
    Requires that licensed blind vendors be authorized to operate vending facilities on any Federal property, including leased buildings. The Act imposes a positive obligation on GSA to acquire space in buildings that have suitable sites for vending facilities.

19. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*)**

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

20. **Intergovernmental Cooperation Act of 1968 (40 U.S.C. §§ 901-905)**
    Requires GSA to consult with planning agencies and local elected officials and to coordinate federal projects (i.e., usually large projects requiring Congressional prospectus approval) with development plans and programs of the state, region, and locality where the project is to be located.

21. **Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707)**
    Requires contractors to make certifications regarding actions to reduce the possibility of drug use at the site of the performance of work. The requirements of the Act do not apply to contracts below the simplified acquisition threshold for leasing.

22. **Prohibitions Against Payments to Influence (31 U.S.C. § 1352))**
    Requires certifications from contractors that funds have not and will not be paid to any person to influence the award of a Federal contract.

23. **Officials Not To Benefit (41 U.S.C. § 22)**
    Prohibits any member of Congress from receiving any benefit arising from a Federal contract.

24. **Covenant Against Contingent Fees (41 U.S.C. § 254(a))**
    Requires that no individuals other than full-time bona fide employees or established bona fide agents maintained by the Contractor have been retained to solicit or obtain a Federal contract. This requirement is not applicable to contracts below the simplified acquisition threshold for leasing.

25. **Anti-Kickback Act of 1986 (41 U.S.C. § 51)**
    Prohibits a contractor from soliciting or receiving kickbacks from subcontractors in return for subcontract awards. The requirements of this Act are not applicable to contracts below the simplified acquisition threshold for leasing.

26. **Anti-Lobbying (18 U.S.C. § 1913)**
    Prohibits the use of appropriated funds to lobby Congress.

27. **Examination of Records (P.L. 103-355, § 2251)**
    Authorizes the head of an agency and the Comptroller General to inspect records of Federal contractors. This authority is not applicable to contracts below the simplified acquisition threshold for leasing.

28. **Davis-Bacon Act of 1931 (40 U.S.C. §§ 3141-3148)**
    Provides for payment of prevailing wages to laborers on Federal construction projects. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.

29. **Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3702-3708)**
    Imposes 40 hour work week and time and a half overtime requirements on certain contracts. This Act is potentially applicable to lease acquisitions when an offeror

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

30. **Copeland Act of 1934 (18 U.S.C. § 874; 40 U.S.C. § 3145)**
This Act makes it unlawful for a contractor to force a kickback from any person employed in the construction or repair of a public building or public work. The Act also requires contractors and subcontractors to furnish compliance statement with respect to wages paid to employees. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.

31. **The Debt Collection Improvement Act of 1996, (Public Law No: 104-134, April, 26, 1996)** This Act requires payment be made by electronic fund transfer.

31. **American Recovery and Reinvestment Act of 2009 (Public Law 111–5, February 17, 2009)** The ARRA provides $108 million in funding for the rental of space, related to leasing of temporary space in connection with projects funded under the ARRA.

32. **The Energy Policy Act of 2005, (Public Law No: 109-58, August 8, 2005)**
This Act includes new energy performance standards for Federal buildings and requires sustainable design principles to be applied to the design and construction of all new and replacement buildings.

33. **The National Defense Authorization Act for Fiscal Year 2008, Section 844**,
(Public Law 110-181, January 28, 2008 The provisions of Section 844 require the head of an Executive agency to make certain justification and approval documents relating to the use of noncompetitive procedures in contracting available within 14 days of contract award on the website of an agency and through a governmentwide website.

34. Energy Independence and Security Act, 2007 (EISA), Pub. L. 110-140,
This Act requires that GSA lease buildings that are energy efficient and promotes the use of renewable energy systems.

II. EXECUTIVE ORDERS

1. **Executive Order 11246 - Equal Employment Opportunity (1965. 30 Fed. Reg. 12319), and Executive Order No. 11375, "Equal Employment Opportunity" (Oct. 13, 1967, 32 FR 14303)**
Prevents Federal contractors from discriminating against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. **Executive Order 11988 - Floodplain Management (1977. 42 Fed. Reg. 26951)**
Precludes GSA from leasing space in buildings located within floodplains unless there are no practicable alternatives.

3. **Executive Order 11990 - Protection of Wetlands (1977, 42 Fed. Reg. 26961)**

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

4. **Executive Order 12072 - Federal Space Management (1978, 43 Fed. Reg. 36869)**
   Requires that first consideration be given to locating Federal facilities in urban areas within central business districts.

5. **Executive Order 12699 - Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (1990, 55 Fed. Reg. 835)**
   Requires that new buildings constructed for lease to the Government are designed and constructed in accord with appropriate seismic design and construction standards.

6. **Executive Order 12902 - Energy Efficiency and Water Conservation at Federal Facilities (1994, 59 Fed. Reg. 11463)**
   Requires that appropriate consideration be given to efficient buildings in the leasing process. Increases Federal energy reduction goals to 30 percent by the year 2005.

7. **Executive Order 12941 - Seismic Safety of Existing Federally Owned or Leased Buildings (1994, 59 Fed. Reg. 62545), and Executive Order No. 12941, "Seismic Safety of Existing Federally Owned or Leased Buildings" (Dec. 5, 1994, 59 FR 62545)**
   Adopted standards of the Interagency Committee on Seismic Safety in Construction (ICSSC) as the minimum level acceptable for use by Federal departments and agencies in assessing the seismic safety of their owned and leased buildings and in mitigating unacceptable seismic risks in those buildings.

8. **Executive Order 13006 - Locating Federal Facilities on Historic Properties in Our Nation's Central Cities (1996, 61 Fed. Reg. 26071)**
   Subject to the Rural Development Act and Executive Order 12072, directs that Executive agencies give first consideration to locating Federal facilities in historic properties within historic districts when operationally appropriate and economically prudent.

9. **Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management** (2007, 72 Fed. Reg. 3917),
   Includes new energy performance standards for Federal buildings and requires sustainable design principles to be applied to the design and construction of all new and replacement buildings

10. **Executive Order 12977 - Interagency Secrutiy Committee, (1995, 60 Fed. Reg. 54411)**, as amended by **Executive Order 13286 - Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security** (2003, 68 Fed. Reg. 10619)
    Established the Interagency Security Committee to establish policies for security in and protection of Federal facilities.

11. **Executive Order No. 13327, "Federal Real Property Asset Management" (Feb. 4, 2004, 69 FR 5897)**
    This EO requires Federal Agancies to report their real property holdings.

III. REGULATIONS

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

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

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

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

IV. POLICY

1. Homeland Security Presidential Directive, HSPD-12
This Presidential directive created a policy for a common identification standard for Federal employees and contractors.

2. OMB Circular A-11 (Capital Lease Scoring)
This OMB Circular provides the rules for budget score keeping for leases.

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

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

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

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

GSA Public Buildings Service

<Insert Project Number>
Agency Specific Requirements
<Insert Agency Name>

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements.

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SECTION 1 ROOM SCHEDULE AND DETAILS

1.01 ROOM SCHEDULE

1.02 SPACE DETAILS

Please refer to the Lease document for the constructions standards applicable to the interior tenant area build-out. These standards provide a general outline of the interior build-out requirements. For a complete list of requirements refer to the Lease document.

Open Office Area

- Flooring – Carpet tile per Lease paragraph FLOOR COVERINGS AND PERIMETERS
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Doors – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING – SHELL and LIGHTING: INTERIOR AND PARKING- TI
- Electrical, Data, Voice – One duplex electrical receptacles and one combination data/voice jack per 80 ABOA SF on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

Enclosed Rooms

- Flooring – Carpet tile per Lease paragraph FLOOR COVERINGS AND PERIMETERS
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING

- Electrical, Data, Voice – Four duplex electrical receptacles and two combination data/voice jack on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

Break Room and Kitchenette Areas – Only applicable if room schedule calls for a break room or kitchenette area

- Flooring – Commercial grade linoleum flooring (such as Marmoleum or equivalent)
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING
- Electrical, Data, Voice - Provide three duplex electrical receptacles and one wall combination data/voice jack. Provide two dedicated duplex electrical receptacles for refrigerators and two dedicated duplex electrical receptacles for vending machines. Provide two dedicated electrical receptacles for microwave ovens above the counter. Provide two additional duplex electrical receptacles above the counter (GFI as required by code).
- HVAC (Only if enclosed room) - Independent HVAC zone on thermostat in this room and provide means to ensure negative pressure for this room to avoid odors from escaping this room. Provide filters to remove odors from any air being mixed back into the supply air for the remainder of the building or exhaust directly to the outside.
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

- Millwork - Provide 10'0" LF of post formed plastic laminate counter with integral back splash with double basin stainless steel sink and all associated plumbing. Provide 10'0" LF of plastic laminate commercially available base cabinets with concealed hinges and staple pulls. Provide 10'0" LF of plastic laminate commercially available wall cabinets with concealed hinges and staple pulls.

SECTION 2 DESIGN SCHEMATIC LAYOUT

2.01 DESIGN SCHEMATIC

The schematic below is representative of the layout required for this Space. The Lessor is responsible for using the room schedule in section 1.01 and this layout to adapt the Government's requirements to the Space. Specific questions regarding the layout should be directed to the Lease Contracting Officer for resolution. The Government shall not be responsible for errors, omissions, or assumptions made by the Lessor in the adaption of the Government's requirements to the Lessor's Space.

2.02 ADJACENCY DIAGRAMS

SECTION 3 ADDITIONAL SPECIAL REQUIREMENTS AND DETAILS

3.01 ROOM LAYOUTS

These room layouts indicate the required layout for the room listed. For all rooms not listed, the final layout will be determined during the creation of the Design Intent Drawings.

3.02 ADDITIONAL CONSTRUCTION DETAILS

These construction details indicate required construction standards for the items listed. These standards may be more stringent than those listed in the Lease document. Where specified, these standards shall take precedence.

SECTION 4 GENERAL REQUIREMENTS

4.01 SECURITY
The following security standards are listed in addition to those listed in the Lease document and the building specific security attachment.

4.02 INFORMATION TECHNOLOGY
The following IT standards are listed in addition to those listed in the Lease document.

4.03 OTHER

Bullseye Methodology

1) Bullseye Report Definition

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

2) Bullseye Report Contents

a) A Bullseye Target: An average market full service rental rate (sum of shell, average tenant concessions being offered in the subject submarket, and operating expenses (including real estate taxes). Calculated by averaging the full service asking rates of available market research sources

b) Overall market and submarket trends

i) A brief market analysis

ii) Market concessions: free rent and average tenant improvement concession included in asking rate for new and renewing tenants

iii) Parking rates

3) Bullseye Report Sources

a) CBRE Econometric Advisors: Formerly Torto Wheaton Research; provides rates on a quarterly basis at a submarket level

b) Reis: Over 2 decades of impartial research providing standardized, transparent methodology applied consistently across all Reis markets; provides rates on a quarterly basis at a submarket level

c) CoStar: Most comprehensive database for commercial real estate. Asking rate for the Bullseye Report is obtained by utilizing costar search filters that meet the Government's requirement for available space and location. If there are not at least three available properties with asking rates listed, the analyst may reduce the minimum square footage

requirement in order to obtain an average asking rate for properties inside the delineated area, or obtain the average asking rate for the appropriate submarket from CoStar's most recent quarterly report.

4) Bullseye Report Eligibility

a) For new, new/replacing, succeeding, superseding, renewals, extensions, prospectus levelizations b) Major Markets: for Bullseye purposes, this is defined as a market that is covered by Reis

i) Can be determined if covered by using GSA's GIS mapping tool; c) Predominantly office space

i) Rentable square foot of office component of lease must greater than 75% of the overall rentable square feet (i.e. a 10,000 RSF lease with a 30,000 RSF lab would be excluded)

(1) Warehouse and parking leases are excluded. Office space built out in a retail property is included (ie SSA office)

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

5) Discounted Cash Flow Analysis

a) Comparison between the discounted cash flows of a market lease and a GSA-procured lease.

i) Assessments use Bullseye Report Target rates and concessions supplied in the Bullseye Report and compares them against the terms negotiated in the GSA lease

b) Key Assumptions: Discounted cash flow of a market lease

i) Average tenant improvements concessions are included in the discounted cash flow analysis of a market lease. The tenant improvement concession provided by Reis is modeled appropriately in Year 0 of the discounted cash flow analysis

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

iii) The cash flow model uses the Bullseye Target as the year one market rental rate, the model then then escalates that rate by 2.5% annually throughout the full term of the lease

iv) If there is an identified cost for parking within the subject delineated area (as determined by any parking costs marketed through CoStar listings) and the cost of government required parking is included in the shell rent, then the cash flow model for the market lease will be adjusted to account for parking with parking rates identified within the Bullseye report. Parking costs in the cash flow model are escalated by 2.5% annually throughout the full term of the lease.

c) Key Assumptions: GSA lease cash flow model

i) Landlord's upfront buildout cost to deliver the Government's required space is considered a concession to the Government and the buildout cost is recognized in Year 0 of the cash flow model. GSA pays back any TI and BSAC amounts and this rent component is modeled for the time period that it's billed.

(1) For new space, the GSA cash flow model incorporates an adjustment to account for GSA lease clauses and GSA's warm-lit shell requirements. This adjustment provides for $25 / RSF and is reflected in year 0 of the GSA cash flow model.

(2) The amortization and repayment of the landlord's outlay for

buildout is reflected in GSA's annual rent payments

ii) The cash flow model analysis accounts for all cash flows including any changes in the shell rate (step rents) or conclusion of TI and/or BSAC repayment (TI's dropping off)

iii) The operating component of the GSA lease is escalated at 2.5% annually throughout the full term of the lease to account for the Government's standard lease language stating that operating expenses will be adjusted annually depending on the consumer

price index (CPI). The assessment of leases without the standard CPI adjustment language will be modified accordingly

iv) The PBS fee charged to GSA's customer agencies is not included in the cash flow analysis

v) Any broker commission credit received by the Government is Incorporated into the cash flow analysis

Organizational Conflict Of Interest Agreement

Contract Number:_____

Prime Contractor:_____

Subcontractor(s):_____
_____
_____
_____
_____

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

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

The contractor certifies that the measures, required by Section H.5 of the contract, are in place and that applicable procedures will be followed.

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

Prime Contractor Signature: _____ Date: _____

Name and Title: _____

Individual Conflict of Interest and Non-Disclosure Agreement

A. Conflict of Interest

I have read H.5. Conflicts Of Interest of the above referenced contract and understand and agree to abide by the restrictions regarding organizational conflict of interest or personal financial interest.

B. Nondisclosure of Procurement Sensitive Information

I understand that information and documents related to the work to be performed for the above referenced contract contain source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by the Office of Federal Procurement Policy 41 U.S. Code Chapter 21 - Restrictions On Obtaining And Disclosing Certain Information. The unauthorized disclosure of such information may subject both the discloser and recipient of the information to contractual, civil, and/or criminal penalties as provided by law.

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

Disclosure of source selection or other proprietary information under a lease acquisition is strictly prohibited and shall not be revealed to any source except to the extent, authorized by the Lease Contracting Officer.

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

Contract Number: _____

Firm Name: _____

Signature: _____ Date: _____

Name and Title: _____

DUAL AGENCY DISCLOSURE STATEMENT
(Acknowledgement and Consent)

RLP Solicitation Number: _____
Offeror: _____

Dual Agency: The General Services Administration's, Leasing Support Services *Plus* (GLS *Plus*), contract number _____ , allows a brokerage firm under this GSA contract to represent both the Government, as tenant, and the owner in this real estate transaction as long as this is disclosed to both parties and both agree. This is known as dual agency. Under this GSA Contract, a brokerage firm may represent two clients whose interest are, or at times could be, different or adverse. Dual Agency under this GSA contract does not allow the same agent of the Brokerage Firm to represent both parties.

This statement discloses that (Name of Brokerage) _____will be acting as a Dual Agent for a property within the delineated area.

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

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

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

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

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

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

Relationship to the Landlord is _____

_____

Compensation: The brokerage firm will be compensated per any contract agreement between the property owner and the broker agent as detailed in the RLP and reflected on the awarded lease.

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

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

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

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

Potential Offerors:

By signing below, you are acknowledging receipt of this Dual Agency Disclosure Statement: _____ Brokerage Firm will act as a Dual Agent under this transaction.

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

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

Potential Offeror PRINTED NAME and SIGNATURE **Date**

Landlord Broker PRINTED NAME and SIGNATURE (if applicable) **Date**

GSA's Tenant Broker:

Broker PRINTED NAME and SIGNATURE: **Date**

General Services Administration:

Lease Contracting Officer PRINTED NAME and SIGNATURE **Date**

DATE

Name
Address

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

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

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

In the event that a lease agreement ("Lease") is awarded to Lessor by Tenant for space in the above referenced Property, the commission shall be an agreed upon rate that is in accordance with local business practices. The commission, which Broker has determined is consistent with local business practices in this market and is agreed upon between Lessor and Broker, shall be equal to ___ % of the "Aggregate Lease Value" (as defined below) for the initial non-cancelable term of this Lease.

The Commission shall be earned upon lease execution and is payable without further condition or contingency as follows:

a. One-half (1/2) of the commission owed Broker when the Lease is awarded and
b. The remaining amount upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

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

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

The Aggregate Lease Value shall not include:

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

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

Utilize this paragraph for the following: Module 2: Programming and Acquisition Service, Module 4: Lease Acquisition, Module 5: Limited Value Leases (excluding Post Award Services) and Module 6: Lease Extension. Broker may complete the commission percentage line prior to issuing the letter or after the commission has been negotiated with the offeror.

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

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

a. The initial full service rental to be paid by the Tenant on all space leased by the Tenant, including base rent, base operating costs, base real estate taxes, routine disinfecting costs, and
b. Any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations occurring during the initial non-cancelable term of the Lease.

The Aggregate Lease Value shall not include:
a. Any rental abatement provided to Tenant pursuant to the Lease other than the Commission Credit (as defined below),
b. Any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,
c. Any additional amounts paid by Tenant for services over and above those furnished by Lessor as a part of the Lease, and
d. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease.
e. Amortization of tenant improvement allowance and Building Specific Amortized Capital (BSAC).

Lessor and Broker expressly recognize and agree that a portion of the Commission (the "Commission Credit"), to be specified at a later date, shall be applied to the benefit of Tenant in the Lease as a credit to

shell rent as required in the RLP. The Aggregate Lease Value provided above shall be calculated before and without regard to the application of the Commission Credit.

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

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

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

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

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

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

Sincerely,

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

AGREED AND ACCEPTED:

By: _____ Date: _____

Name: _____

Title: _____

GSA Region X

Brokers may elect to obtain this letter from the LCO and transmit it as a cover letter to the Broker Commission Agreement when transmitting to offerors. Please note that separate letters are required for each offeror. **Blue text must be deleted prior to issuance.**

DATE

OFFEROR (OR REPRESENTATIVE) NAME
TITLE
COMPANY NAME

Transmitted via Email

Dear <<Ms./Mr. Offeror>>:

Attached please find the Broker Commission Agreement (BCA) associated with Request for Lease Proposals (RLP) ####### for space in CITY, STATE for the AGENCY. In accordance with RLP Paragraph 1.14, the BCA establishes the commission agreement between the eventual successful offeror ("Lessor") and <<Broker Firm Name>>, which is representing the General Services Administration for this transaction.

GSA's broker contracts are designed to complement our leasing workforce and provide lease workload support services to the regions. Consistent with local business practices, the sole payment mechanism of these contracts is derived from commissions received from lease transactions.

Please review, complete, sign and submit the BCA as part of your complete initial offer. If you have further questions, please feel free to reach out to me and <<Broker Firm Transaction Manager Name>>, <<Broker Firm>> Transaction Manager by email at XXXXX@gsa.gov)<<GSA LCO email address>> and XXXXX@gsa.gov<<Broker TM email address>> respectively. Thank you for your cooperation in this matter.

Sincerely,
NAME
Lease Contracting Officer
General Services Administration
CC: <<Broker Name>>, <<Broker Firm>

REIS MARKETS with financial data available for GSA*
(submarket data may be available within each major market below)
**subject to change*

Albuquerque, NM	District of Columbia, DC	Minneapolis, MN	Sacramento, CA
Atlanta, GA	Fairfield County, CT	Nashville, TN	Salt Lake City, UT
Austin, TX	Fort Lauderdale, FL	New Haven, CT	San Antonio, TX
Baltimore, MD	Fort Worth, TX	New Orleans, LA	San Bernardino/Riverside, CA
Birmingham, AL	Greensboro/Winston-Salem, NC	New York, NY	San Diego, CA
Boston,MA	Greenville, SC	Norfolk/Hampton Roads, VA	San Francisco
Buffalo,NY	Hartford, CT	Northern New Jersey, NJ	San Jose, CA
Central New Jersey,NJ	Houston, TX	Oakland-East Bay, CA	Seattle, WA
Charleston,SC	Indianapolis, IN	Oklahoma City, OK	St. Louis, MO
Charlotte,NC	Jacksonville, FL	Omaha, NE	Suburban Maryland, MD
Chattanooga,TN	Kansas City, MO	Orange County, CA	Suburban Virginia, VA
Chicago, IL	Knoxville, TN	Orlando, FL	Syracuse, NY
Cincinnati, OH	Las Vegas, NV	Palm Beach, FL	Tacoma, WA
Cleveland, OH	Lexington, KY	Philadelphia, PA	Tampa-St. Petersburg, FL
Colorado Springs,CO	Little Rock, AR	Phoenix, AZ	Tucson, AZ
Columbia, SC	Long Island, NY	Pittsburgh, PA	Tulsa, OK
Columbus, OH	Los Angeles, CA	Portland, OR	Ventura County, CA
Dallas, TX	Louisville, KY	Providence, RI	Westchester, NY
Dayton, OH	Memphis, TN	Raleigh-Durham, NC	Wichita, KS
Denver, CO	Miami, FL	Richmond, VA	
Detroit, MI	Milwaukee, WI	Rochester, NY	

Agency Long Term Space Requirements Needs Interview Questionnaire

General Project Information

Basic Information

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

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

New Lease Term

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

Square Footage

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

Agency Long Term Space Requirements
Needs Interview Questionnaire

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

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

Requested Delineated Area:

15. North:
16. East:
17. South
18. West:
19. Is this area within a rural county? If yes, please skip to question 123. If no, please proceed to question 20.
20. Obtain a justification for not locating within a rural county (see Rural Development Act)
21. Are these boundaries within the city's Central Business District (CBD)? If yes, please skip to question 23. If no, please proceed to question 22.
22. Obtain a justification related to the mission of this office for not locating within the CBD.
23. Are there any requirements for proximity to public transportation?
24. Are there any setback requirements (ex. residential, day care, churches, etc)?

Hours of Operation

25. Weekday hours of operation:
26. Weekend hours of operation: Not Applicable ☐ Notes:
27. After hours access required: Yes ☐ No ☐ Notes:
28. After hours utilities required: Yes ☐ No ☐ Notes:
29. Are after hours ☐ or daytime ☐ cleaning services required? To be included in the lease ☐ Notes:

Security

1. Agency's Security Level: Unknown ☐ Notes: (FPS Level for current Lease)
2. Unique Security Constraints: Yes ☐ No ☐ Notes:

Agency Long Term Space Requirements
Needs Interview Questionnaire

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

Parking

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

Existing Space

Basic Information

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

    Yes ☐ No ☐ Notes:

Existing Space Modifications

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

c. Security Changes Yes ☐ No ☐ Notes:

d. Swing space required during needed alterations Yes ☐ No ☐ Notes:

e. Additional Needs

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

New Space

Building / Site

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

   Notes:

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

   Notes:

3. Column spacing requirement: Yes ☐ No ☐ Span
4. Must the space be located on a particular floor of a building? Yes ☐ No ☐ Notes:
5. External adjacency requirements (ex. proximity to courthouses, etc.) Yes ☐ No ☐ Notes:
6. Proximity to amenities / building support services? Not Applicable ☐

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

   b. Other:

7. Proximity to mass transit? Yes ☐ No ☐ Distance away in miles:
8. Preference for a Class of Building? Class A ☐, Class B ☐, Class C/Flex ☐, & / or no preference ☐

   Notes:

9. Does the agency require the ability to display signage? Interior ☐ Exterior ☐ Not Applicable ☐
10. Does the agency require a business directory? Yes ☐ No ☐
11. Does the agency require on-site vending machines? Yes ☐ No ☐
12. Does the agency require a flag pole? Yes ☐ No ☐
13. Ceiling Height Minimum Clearance:

Construction & Finishes

Agency Long Term Space Requirements Needs Interview Questionnaire

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

Project Schedule

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

Agency Long Term Space Requirements
Needs Interview Questionnaire

DID Workshops

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

1. Is the agency willing to participate in a DID workshop? Yes ☐ No ☐ Notes:

2. Who are the individuals that will need to participate in the workshop in order to approve the DIDs?

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

Turn-Key Leasing

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

Room Schedule and Details

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

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

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

    a. Flooring type

b. Wall finish type ,

c. Ceiling type ,

d. Quantity duplex electrical outlets ,

e. Quantity data outlets

f. Wall Type:

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Wall Type (if other than standard specified by code):

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

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

a. Flooring type ,

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Wall Type (if other than standard specified by code):

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

Agency Long Term Space Requirements
Needs Interview Questionnaire

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

h. Additional Needs:

7. **File Room:** Quantity & Size Standard Finishes? Yes ☐ No ☐

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Floor load for safe or files:

g. Wall Type (if other than standard specified by code):

h. Sound Transmission Coefficient (STC) Requirement (if other than standard):

i. Additional Needs:

8. **Mailroom:** Quantity & Size Standard Finishes? Yes ☐ No ☐

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Wall Type (if other than standard specified by code):

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

9. **Breakroom:** Quantity & Size Standard Finishes? Yes ☐ No ☐

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Sink ☐, Microwave ☐, Refrigerator (dorm size ☐ standard size ☐,) Cabinets ☐

i. Seating for people

g. Wall Type (if other than standard specified by code):

h. Sound Transmission Coefficient (STC) Requirement (if other than standard):

i. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Wall Type (if other than standard specified by code):

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Wall Type (if other than standard specified by code):

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

f. Wall Type (if other than standard specified by code):

g. Sound Transmission Coefficient (STC) Requirement (if other than standard):

h. Additional Needs:

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

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

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

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

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

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

Special Requirements

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

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

General Requirements

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

Are cable trays required? This question can be answered with a “yes” or “no.”
Who is purchasing data cable? This question should specify “agency” or “landlord.”
Who is responsible for installing data cable? This question should specify “agency” or “landlord.”
Who is purchasing telecommunications cable? This question should specify “agency” or “landlord.”
Who is responsible for installing telecommunications cable? This question should specify “agency” or “landlord.”
Are sealed conduits required for wall mounted outlets? This question can be answered with a “yes” or “no.” Please specify locations or “back to demark.”
Who is responsible for termination data/telecommunication connections? This question should specify “agency” or “landlord.”

Agency Long Term Space Requirements
Needs Interview Questionnaire

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

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

   No ☐ Notes:

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

THE CONTROLLER

March 25, 2015

MANAGEMENT PROCEDURES MEMORANDUM NO. 2015-01

MEMORANDUM FOR: ALL CFO ACT EXECUTIVE AGENCIES

FROM: David Mader
Controller

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

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

Summary:

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

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

I. Actions Required:

1. Real Property Efficiency Plan

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

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

2. Space Design Standard for Office Space.

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

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

3. Reduction Targets for Office and Warehouse Space.

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

a. ***Measurement of Reductions.*** Reductions to office and warehouse space will be calculated annually using both GSA Occupancy Agreement data and FRPP data. To calculate reductions in office and warehouse space, the office and warehouse square footage reported by these data sources at the end of the target year (e.g., FY2017) will be compared to the office and warehouse square footage reported by these data sources in the previous year (i.e., FY 2016).

b. ***Application of Warehouse Targets.*** Agencies that have fewer than two hundred (200) domestic warehouses in their portfolio are not required to set warehouse reduction targets. The total number of agency warehouses is determined by adding

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

4. Reduction Targets to Dispose of Owned Buildings.

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

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

5. Freeze the Footprint.

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

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

b. ***Requirements for Offsets.***[1]

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

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

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

ii. A disposal creates an offset in the amount of the square footage of the office or warehouse space disposed. Within an agency's own inventory of owned and leased office or warehouse space, a consolidation can yield subsequent disposals that create offsets. The agency's declaration of a property as excess to GSA will count as an offset. Additionally, office and warehouse properties located at military installations that are closed or realigned as part of a Defense Base Realignment and Closure (BRAC) process may be counted as an offset. For GSA space leased on behalf of another agency, that agency's disposal of the space is recognized as occurring on the agency rent termination date.

iii. An agency may <u>not</u> use the following as an offset:

a) Properties that the agency has "mothballed" (*i.e.*, property is temporarily not occupied or utilized);

b) Enhanced use leases (EULs) and outleases; or

c) Properties that have their predominant use code in the FRPP changed to a code other than "office" or "warehouse" after the baseline has been finalized.

II. <u>Implementation:</u>

1. Contents of the Real Property Efficiency Plan

Agencies' Plans shall contain the following information:

a. ***Description of Internal Controls.*** Each agency shall describe the methods and procedures for complying with the requirements of this Memorandum. These controls may include, but are not limited to:

i. The processes through which the agency will identify and execute offsets when acquiring additional office and warehouse space;

ii. Internal reviews and certification processes, specifically the level of management review and approval required for new leases, acquisitions, expansions or other growth in the agency's office and warehouse space before they are implemented;

iii. Documentation to justify each instance in which the standard design requirement is not applied because it is not cost effective.

iv. Tracking of all agency domestic office and warehouse increases and offsets; and

v. Process for identifying and prioritizing reductions to office and warehouse space and disposal of properties based upon return on investment and mission requirements.

b. ***Use of Performance Benchmarks.*** Each agency shall describe how it uses the President's Management Agenda performance benchmarks to prioritize the funding of consolidation and disposal projects. Other relevant factors employed in the prioritization process, such as mission delivery requirements, among others, shall be described.

c. ***Reduction Targets for Offices and Warehouse Space.*** Each agency shall report reduction targets as described in 3 above in tabular format by year. The actual square foot reduction achieved and the cost data described in section II.1 (f) (i) shall also be reported in the table.

d. ***Disposal Targets for Owned Buildings.*** Each agency shall report reduction targets as described in section I.4 above in tabular format by year. The actual number of disposed assets, square foot reduction, and the cost data described in section II.1 (f) (ii) shall be reported in the table.

e. ***Plan to Identify Reductions to Office and Warehouse Space to Reduce or Maintain the Freeze the Footprint Baseline.*** The objective of the Plan is to assist agency efforts to systematically develop real property project data to identify efficiency opportunities for consideration in future budget years. Each agency shall include:

i. A spreadsheet that identifies potential agency office and warehouse acquisitions, consolidations, co-locations, disposals, and construction projects as acquisitions or offsets anticipated over the first three years of the five year planning period. The last two years of the five-year planning period can be summarized as portfolio-wide square footage changes to office and warehouse space. The spreadsheet shall include the following column headers and appropriate data: FRPP Real Property Unique Identifier;[2] Office or Warehouse; Size; Legal Interest; City; State; Zip Code; and Estimated Date the Asset will Leave the Inventory or Estimated Date the Agency will Begin Occupation of New Space;

ii. A narrative description of the strategies and policies an agency will utilize to carry out mission and program priorities while staying at or reducing its baseline, identifying and implementing offices and warehouse reductions, and identifying and disposing of owned property;

iii. A narrative description to the individual project level of the planning process the

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

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

iv. At least three project examples of planned reductions to office and warehouse space through consolidation, co-locations, and disposals that can be updated and tracked publicly; and

v. A brief narrative, which can be updated and tracked publicly, describing successful strategies, specific challenges, and explanation for the result achieved in the annual Freeze the Footprint baseline compliance assessment.

f. ***Documentation of Costs***. Each agency shall include:

i. At the asset level, for projects completed in the previous fiscal year (FY15 excluded), the total investment cost and total cost reduction generated through disposal of owned and leased office and warehouse space 2,500 square feet or greater, for one- and cumulative seven-year time periods, per guidance provided by GSA;

ii. At the program level, for projects completed the previous fiscal year (FY15 excluded), the total investment cost and total cost reduction generated through disposal of all owned buildings, excluding office and warehouse space, for one- and cumulative seven-year time periods, per guidance provided by GSA; and

iii. A general description of how the agency will implement the records retention requirement for cost documentation in Section II.3 below.

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

i. An analysis and discussion of what actions the agency is taking to maximize and increase efficiency in its office space; and

ii. Cost effective alternatives to acquisition of additional office space, such as consolidation, co-location, teleworking, and "hoteling."

2. Certification of FRPP Data.

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

i. Submit to GSA a certification letter signed by the agency CFO that characterizes the accuracy of the data being submitted to the FRPP system and the methodology used to evaluate the accuracy of the data. The letter must be provided to GSA by December 31 of each year; and

ii. Describe efforts currently employed or planned as part of the agency's independent verification and validation process to improve the accuracy and

completeness of FRPP data.

3. **Records Retention.**

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

4. **Government-Wide Controls.**

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

a. ***GSA Monitoring Methods.*** No later than thirty (30) days following the release of this Memorandum, GSA will provide the draft monitoring and reporting methods and the draft templates agencies will use to report on the requirements of this Memorandum, to the agencies for review and comment. Agencies will have fifteen (15) days to provide comment and GSA will finalize the methods and templates twenty (20) days after the fifteen (15) day comment period closes.

b. ***GSA Monitoring.*** Within sixty (60) days of agencies submitting their final FRPP data, GSA will analyze the data submissions and agency Occupancy Agreement data maintained by GSA to measure compliance with this policy. GSA will define and perform data integrity tests on agency-submitted FRPP and Occupancy Agreement data that will help ensure the information is valid and reliable.

c. ***GSA Reporting.*** Within sixty (60) days of agencies submitting their final FRPP data, GSA will transmit a report to OMB that provides each agency's: (i) office and warehouse square footage, reduction from the previous reporting year, and an assessment of whether agency targets have been met; (ii) the number of buildings disposed, including total square footage, and an assessment of whether corresponding agency targets have been met; (iii) the office and warehouse square footage compared to the Freeze the Footprint baseline; and (iv) an assessment of the adequacy of agency compliance with Section II.1(f)(i) through Section II.1(f)(ii) of this Memorandum based on its most recent report.

d. ***OMB Review***. OMB will review each agency's Plan prior to the spring meeting between the OMB and the agency.

5. **Transparency**.

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

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

Glossary of Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE DIRECTOR

November 25, 2016

M-17-08

MEMORANDUM TO THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: SHAUN DONOVAN
DIRECTOR

SUBJECT: Amending OMB Memorandum M-12-12, Promoting Efficient Spending to Support Agency Operations

The Federal Government has a responsibility to act as a careful steward of taxpayer dollars, ensuring that Federal funds are used for purposes that are appropriate, cost effective, and important to the core mission of executive departments and agencies (agencies). Throughout this Administration, the President has been clear that wasteful spending is unacceptable, and that the Federal Government must strive to be more efficient and effective.

In 2011, the President signed Executive Order 13589 directing each agency to reduce its combined costs in a variety of administrative categories by not less than 20 percent in Fiscal Year (FY) 2013 from FY 2010 levels. In 2012, the Office of Management and Budget (OMB) issued Memorandum M-12-12, "Promoting Efficient Spending to Support Agency Operations," which outlined a series of practical steps agencies could take to improve operations, increase efficiency, and cut unnecessary spending.

Since then, OMB has also issued OMB Circular No. A-123, *"Management's Responsibility for Enterprise Risk Management and Internal Control,"* which implements an integrated governance structure to improve mission delivery, reduce costs, and focus corrective actions towards key risks. OMB also launched the National Strategy for the Efficient Use of Real Property and its companion policy, Reduce the Footprint, to consolidate properties, increase property utilization, and improve the effectiveness and efficiency of their portfolios for cost and mission delivery.

As a result of these efforts and others, agencies have significantly improved the operations and efficiency, saving taxpayer dollars. Specifically, agencies have saved approximately $30 million in conference spending over the last few years, a nearly 25 percent reduction in FY 2015 compared to FY 2013. Further, the total FY 2013 to FY 2015 reduction to agencies' 2012 office and warehouse baseline was 24.7 million square feet, with an estimated

annual cost avoidance of $300 million from FY 2016 and forward.

It is imperative that the Federal Government continue to build on these efforts to improve how we conduct business and provide services to the American people while increasing public transparency. At the same time, it is also imperative that our efforts not undercut or prevent agencies from achieving their mission or create new significant cost in an effort to be. compliant with review and reporting requirements. To further assist agencies in achieving this balance, this memorandum amends the policies and practices outlined in Section 2 on "Conferences" and Section 3 on "Real Property" of OMB Memorandum M-12-12.

Section 2-Conferences

Since the issuance of OMB Memorandum M-12-12, agencies have achieved significant savings in conference spending and strengthened internal controls to monitor travel and conference-related activities. It is critical we continue to root out wasteful spending while also ensuring that these steps do not impede on our nation's civil servants, who are in many cases the world's leading scientists, ability to engage their counterparts outside of the Federal Government, participate in activities that enhance their skills and contribute expertise to the larger professional communities, and enhance their overall ability to deliver upon their missions and breakthrough advancements in medicine and science.

Conferences play an important role in the Federal Government, whether by enabling the sharing of knowledge among large groups, bringing together dispersed communities, or providing opportunities for interaction, collaboration and presenting cutting-edge work. Accordingly this memorandum amends policies and practices for Federal conference sponsorship, hosting, and attendance to ensure that funds are used appropriately for these activities. These changes incorporate the lessons learned over the past several years and recognize the resulting actions that agencies have taken during that time. These changes also respond to challenges agencies faced as a result of OMB Memorandum M-12-12, including reduced opportunities to perform useful agency functions, present scientific findings and innovations, train, recruit and retain employees, or share best practices. '

As part of the effort to ensure the best use of funds, agencies should focus on oversight of expenses related to Federally-sponsored and Federally-hosted conferences.[1] The guidance below does not apply to Federal attendance at non-Federal conferences, although Federal agencies and employees must continue to exercise discretion and judgment in ensuring that all conference expenses[2] are appropriate, necessary, and managed in a prudent manner.

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[1] "Conference" is defined in this memorandum as it is in the FTR, as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 CFR 410.404." See 41 CFR 300-3.1. See GSA Bulletin FTR 14-02 for additional guidance using Appendix C of the FTR on "travel purpose" to more consistently report activities.

[2] "Conference expenses" are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, hire of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the FTR. All outlays for conference preparation and planning should

Specifically, agencies should develop and implement travel and conference guidance tailored to their mission needs and risks, consistent with Section 2 on conferences of OMB Memorandum M-12-12 as amended below:

- Agencies must ensure that Federal funds are used only for necessary and appropriate purposes and that all conference expenses and activities comply with both the Federal Travel Regulation (FTR) and the Federal Acquisition Regulation (FAR) requirements on lodging, food and beverages, per diem reimbursement, and contracting of goods and services. In addition, agencies should ensure that conference attendance and expenses are appropriate to the purpose of the conference and the mission of the agency.

- Each agency shall designate an appropriate official to approve estimated spending in excess of $500,000 on a single conference specifically noting the expense is the most cost-effective option to achieve a compelling purpose. The basis for any such approval must be documented in writing by the designated agency official.

- As each agency reviews its travel and conference-related activities, it is critical to continue to recognize the important role of mission-related travel and conferences in supporting operations. Given the unique travel and conference needs of each agency, there are circumstances in which physical co-location is necessary to complete the mission. These circumstances may include, but are not limited to, collaborations in the scientific community, unique training events for the law enforcement community, or the need to perform formal inspections as part of an agency's oversight and investigatory responsibilities.

- In order to ensure that conference attendees are able to commit to participation in a timely manner and take advantage of cost-saving measures such as early registration and advance travel bookings, agencies should ensure that adjudications are made in a timely manner. To prevent lengthy and cumbersome review processes that could hinder an agency's ability to carry out their mission in an efficient and effective manner, agencies should pre-approve, as appropriate, employee attendance at known recurring conferences, especially at non- government sponsored conferences. Pre-approving an event does not exclude it from annual reporting requirements.

- Agencies shall report on conference expenses on a dedicated place on their official website. By January 31 of each year, the agency shall provide a description of all agency-sponsored conferences from the previous fiscal year where the net expenses for the agency associated with the conference were in excess of $100,000. This description shall include:
    - the total conference expenses incurred by the agency for the conference;
    - the location of the conference;

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be included, but the Federal employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency through the conference and should not include costs to ensure the safety of attending governmental officials.

- the date of the conference;
- a brief explanation how the conference advanced the mission of the agency; and
- the total number of individuals whose travel expenses or other conference expenses were paid by the agency.

In addition, for any instances where the net expenses for an agency-sponsored conference exceeded $500,000, the website shall include the agency designated official's rationale and approval. The website shall also include information in the appropriate format (e.g., narrative) about the total net conference expenses for the fiscal year incurred by that agency as well as a general report about conference activities throughout the year.

In reporting this data, agencies shall exclude any information that is considered to be sensitive, that is prohibited from public disclosure by statute or regulation, or that may jeopardize national security or the health, safety or security of conference attendees, organizers, or other individuals.

Section 3 - Real Property

Section 3 of M-12-12 directed agencies to move aggressively to dispose of excess properties held by the Federal Government and make more efficient use of the Government's real estate assets. Further, it established the requirement for agencies to "freeze" the size of their civilian real property portfolios. Under OMB's Freeze the Footprint policy, agencies have reduced their FY 2012 office and warehouse baselines by 24.7 million square feet from FY 2013 through FY 2015. OMB estimates that this reduction will result in $300 million annual cost avoidance in FY 2016 and all subsequent years.

In 2015, the Administration issued the National Strategy for the Efficient Use of Real Property (National Strategy) and OMB's Reduce the Footprint policy to build upon these successful efforts and establish a strategic framework by which agencies would manage their real property portfolios to improve efficiency, consolidate and dispose of unneeded properties, and improve mission effectiveness.

The revised Section 3 below amends OMB Memorandum M-12-12 and directs agencies to prioritize the disposal of unneeded properties, continue their work to implement the National Strategy and the Reduce the Footprint policy, enhance their real property planning capability, and improve real property program data quality to help them realize the greatest portfolio efficiency gains possible. Implementation of these actions will ensure the progress made in the government-wide real property program continues and accelerates.

Section 3 on Real Property of OMB Memorandum M-12-12 is amended as outlined below:

- Agencies must move aggressively to identify, declare, and dispose of excess properties and surplus properties held by the Federal Government and make more efficient use of the Government's real property assets. Agencies should prioritize disposal of entire federal campuses or portions of federal campuses that can be sold

or conveyed to local government through public benefit conveyance to support local economic redevelopment.

- Agencies should continue their work to implement the *National Strategy for the Efficient Use of Real Property* and its companion policy, Reduce the Footprint, to consolidate properties, increase property utilization, and improve the efficiency and effectiveness of their portfolios for cost and mission delivery. As a part of this initiative, agencies should identify and implement enhancements to their real property planning procedures to build capability for project prioritization, budget formulation, program execution, and strategic planning to ensure program budget allocation delivers the greatest benefit for mission capability and efficiency.

- To support implementation of the Reduce the Footprint policy and the enhanced planning capability discussed above, agencies should continually improve the accuracy and completeness of the data they submit annually to the Federal Real Property Profile (FRPP) database to ensure the data is supportive of data driven decision-making. Agencies should systematically evaluate,year over year improvement to their FRPP data by establishing data quality performance metrics that can be used to identify and correct data quality issues.

Questions regarding the policies and practices outlined in this memorandum should be directed to the Office of Federal Financial Management at OMB (202-395-3993).

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

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

2. Comparable Market Rents:

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

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

ii. Do quoted rents in the market typically contain T.I.'s

(c) Tenant Improvements / Space build-out costs:

i. Identify typical/standard work letter

ii. Identify tenant improvements in addition to standard work letter

iii. Report T.I.'s as first year cost as well as amortized costs over lease term.

(d) Operating costs - - identify what's included ; separately report utility costs

(e) Property taxes

(f) Parking costs and Parking ratio

(g) Other costs not included in lease

(h) Identify start date of lease comparables.

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

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

Confidential Information Agreement for
Contract No. _____

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

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

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

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

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

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

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

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

By:_____ _____

Original Signature of Employee Date Executed

_____ _____

Printed Name of Employee Title of Employee

G-REX BROKER ACCESS PROCESSES

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

2) **TASK ORDER Assignment in G-REX**
   a) ZCO confirms contacts with Zonal Project Manager
   b) ZCO gives Contractor access in G-REX by task order
      1) Primary
      2) Secondary
   c) ZCO notifies Contractor, COR & RPM by e-mail that broker has been assigned to G-REX project.

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National Escalation Protocol

To improve our performance in timely requirements development and to provide support to regional employees actively in pursuit of customer requirements, a new standard escalation protocol has been developed to clarify when and how PBS employees should escalate customer delays within the GSA regions and out to Central Office. This escalation protocol is in concert with the standardized requirements development process.

Background

PBS delivers thousands of projects for its customer agencies every year. The foundation for every one of those projects is the requirements that define how the project should be designed, if applicable, and constructed. In other words, requirements and their development are a key component of PBS' business.

PBS has defined a PBS Projects Process Workflow for both federally-owned and leased space projects. This workflow directly correlates to the PBS Project Lifecycle as outlined in the standardized requirements development process. For continuing needs space projects, PBS has also established milestone targets for the first three (3) phases of the lifecycle.

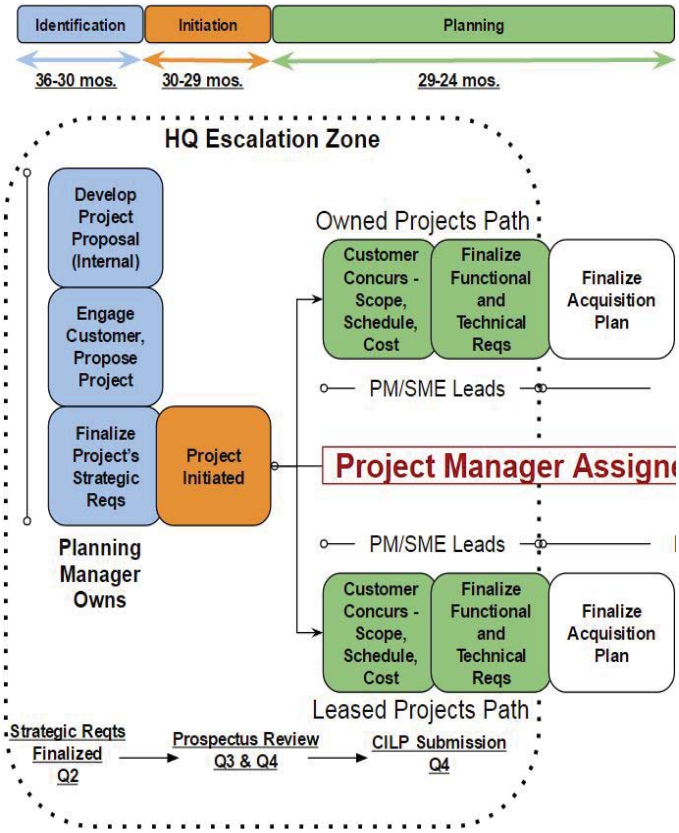


Figure 1.1 **Below Prospectus Level Timeframes (Customer occupancy projects only)**

Phase 1/Identification- starts at 36 months prior to occupancy expiration and ends at 30 months out with customer agreement on strategic level requirements, i.e. Client Project Agreement (CPA).

Phase 2/Initiation - starts at 30 months with defined strategic level requirements and ends at 29 months with an assigned project manager and project team development.

Phase 3/Planning - starts at 29 months with an assigned PM and ends at 24 months with final functional and technical requirements.

Figure 1.1 **Above Prospectus Level Timeframes** (Customer driven projects only, sole R/A projects do not apply)**

Phase 1/Identification- Starts 12 months prior to the Capital Investment Leasing Program (CILP) submission date and ends at 6 months prior to the CILP submission date with customer agreement on strategic level requirements, i.e. CPA.

Phase 2/Initiation - Starts at 6 months prior to the CILP submission date, with agreed upon and finalized strategic level requirements and triggers the assignment of the Project Manager.

Phase 3/Planning - Starts once Project manager is assigned, and ends, with full functional and technical **requirements 24 months after strategic requirements are finalized.**

****A list of projects will be provided by Office of Real Property Asset Management/Strategic Portfolio Planning Division in coordination with the Office of Leasing**.

In the first three phases of the lifecycle, gathering requirements in a timely manner from our customers is on the critical path of every project. Our success in the first three phases, and our ability to obtain complete functional and

technical requirements for the space by 24 months prior to Occupancy Agreement (OA) expiration (and by 24 months after strategic requirements are finalized for prospectus level projects), directly impacts our ability to execute projects at the best value to the taxpayer and to our customers.

While PBS is often successful in obtaining customer requirements within the national requirements development timeline, there are instances when project milestones are missed. Lack of customer engagement is predominantly what causes PBS to miss the milestones and as a result, PBS repeatedly ends up in holdover or unwanted contract extensions in our leased portfolio. In addition, such delays mean that our customers and the taxpayers must forgo or postpone opportunities to reduce space and rent for the government's overall budget.

Protocol

For all continuing needs space projects, Planning Managers (PLM) - charged with soliciting and obtaining strategic space requirements, and project managers (PM) - charged with soliciting and obtaining functional and technical space requirements, should proactively pursue customer engagement in the requirements development process to meet the national requirements development milestones.

	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to expiration	30 Months prior to expiration	24 Months prior to expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

Both the PLM and PM should leverage their regional escalation protocol as soon as they lose confidence in the customer's ability to meet the above timeline. The national escalation protocol should be exercised once the regional escalation protocol has been exhausted and the milestones are still at risk.

The national escalation protocol was established to support both the PLM and the PM. The processes for the PLM and the PM are described below.

Note: The national escalation protocol no longer directly impacts the milestones met on the FY18 Managing customers Requirements measure. An adjudication process has be introduced for FY18, where escalations will be taken into account.

<u>Planning Manager Escalation Protocol</u>

	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to	30 Months prior to	24 Months prior to

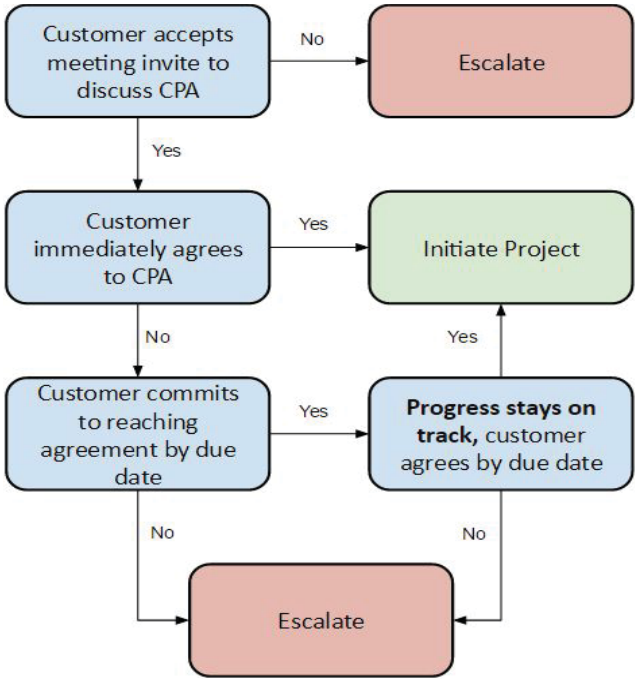
	expiration	expiration	expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

The PLM's efforts span two key milestones in the requirements development process:

1) Customer Engagement: At 36 months prior to an OA expiration (12 months prior to CILP submission date for above prospectus level projects), the PLM, in consultation with appropriate business line experts, prepares a CPA with a proposal for the optimal continuing needs space project. The intent of this activity is to begin to engage the customer in meaningful dialogue around strategic requirements of the follow-on space project.
2) Customer Agreement on Strategic Project Requirements: The goal of the engagement effort is to reach agreement with the customer on the strategic project requirements. The CPA will be approved by the customer no later than 30 months prior to expiring occupancy (6 months prior to CILP submission for above prospectus projects).

The PLM should utilize all reasonable efforts to sufficiently engage the customer in order to obtain agreement on strategic project requirements. Efforts should include follow up emails, phone calls, and face-to-face or virtual meetings. As each customer is different, the PLM should use all means of communication his or her experience has proven to be effective. As soon as the PLM loses confidence in his or her ability to adequately engage the customer, the matter should be escalated. The flowchart below provides an example of when escalation may be helpful for the PLM.

Figure 1.2 **Example of when Escalation may be Helpful for the PLM**



If agreement or commitment to reaching agreement on the strategic level requirements and CPA cannot be reached with the customer by the 30 month milestone (or the 6 month milestone for prospectus level projects) and, if after all regional escalation protocols have been employed, the project is still at risk of not meeting the milestone, the PLM should begin the process of escalation to Central Office. Upon Central Office's receipt of the escalated project, so

long as the PLM can provide sufficient documentation that regional escalation protocols were implemented accordingly, the escalation will be accepted and managed by the appropriate National Planning Manager (NPLM)/National Client Executive (NCE). Once the escalation is accepted, the region will not be penalized for failure to meet the 30 month milestone/6 month milestone.

Project Manager Escalation Protocol

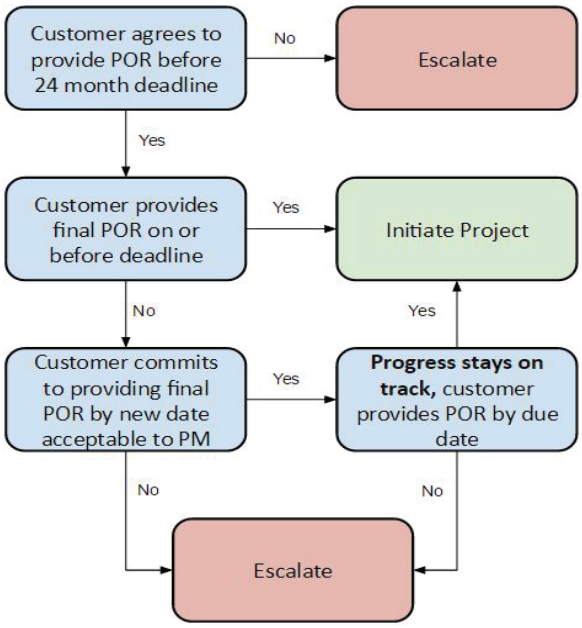
	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to expiration	30 Months prior to expiration	24 Months prior to expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

The PM's efforts are aimed at reaching the final milestone in the requirements development process:

1) Requirements Finalization: By 24 months prior to an OA expiration (24 months after strategic requirements are finalized for above prospectus projects), the project manager should secure the final functional and technical requirements for the follow-on space project.

Like the PLM, the PM should exhaust all reasonable efforts to sufficiently engage the customer in order to obtain final functional and technical requirements by the national requirements development timeline of 24 months prior to OA expiration (or 24 months after strategic requirements are finalized if prospectus). Efforts should include follow up emails, phone calls, and face-to-face or virtual meetings. Again, each customer is different and the PM should use all means of communication his or her experience has proven to be effective. As soon as the PM loses confidence in his or her ability to secure finalized requirements by the 24 month milestone, the matter should be escalated. The flowchart in Figure 1.3 provides an example of when escalation may be helpful for the PM.

Figure 1.3 **Example of when Escalation may be Helpful for the PM**



If the customer does not commit to providing the final Program of Requirements (POR) on or before the deadline, or does not commit to providing the final POR by a new date acceptable to the PM, and the project is still at risk of not meeting the 24 month milestone, the PM should begin the process of escalation to Central Office. Upon Central Office's receipt of the escalated project, so long as the PM can provide sufficient documentation that regional escalation protocols were implemented accordingly, the escalation will be accepted and managed by the appropriate NPLM/NCE.

Figures 1.4 and 1.5 below reiterate the key milestones and the points of escalation within the first three phases of the PBS Project Lifecycle for both non-prospectus and prospectus level projects. Note that there are in fact two points of national escalation - the first escalation point is during Phase 1: Project Identification and the second is during Phase 2: Project Planning. It's important to be aware that the point of escalation to Central Office for the PLM during the Project Identification Phase differs from that of the PM during the Project Planning Phase.

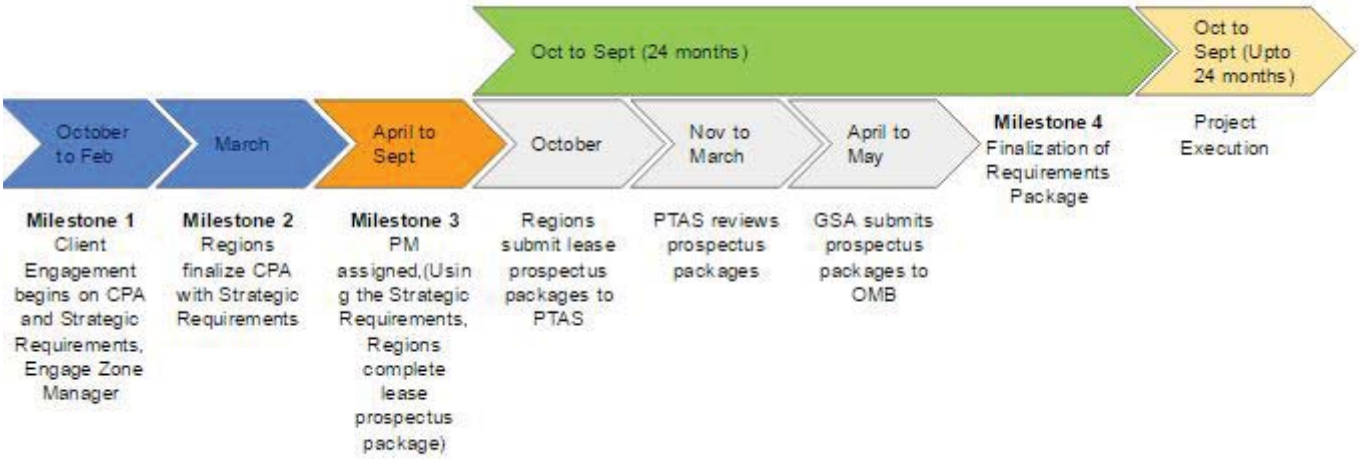
During Phase 2: Project Planning, the PM's NLT escalation due date to the NPLM/NCE is at 26 months prior to OA expiration for high, medium, and low impact projects (Figure 1.4) or 20 months after strategic requirements have been finalized for prospectus level projects (Figure 1.5). This precedes the milestone deadline of 24 months for final technical requirements - which must be the case so that headquarters personnel and executives have sufficient time to intervene *before* the 24 month project execution timeline is jeopardized. The Project Manager must obtain commitment from the customer early in the requirements finalization process in order to meet the 24 month milestone. If the PM is unable to get customer commitment or loses confidence in the customer's ability to meet this schedule, the matter should be escalated using the national escalation protocol. Waiting for the 24 month milestone to pass puts our space projects and any underlying lease contract at risk.

Figure 1.4 **Key Milestones and Points of Escalation for Below Prospectus**

High Impact = OA > 25,000 USF Medium Impact = OA > 10,000 USF Low Impact = OA < 10,000 USF			Non-Prospectus Months prior to OA Expiration	
Plan	Project Identification	**Client Engagement** *Draft CPA & Initial Contact*	36	Planning Manager
		Agreement on CPA *Strategic Requirements Defined*	Regional escalations as needed 30	
		Agreement or Escalation (if agreement is not achieved by date below, begin National escalation)		
		Begin National Escalation NLT	28	
		Escalate to AAC for Customer Management	27	
		Alert PBS Commissioner	26	
Deliver	Project Initiation	**Transition to Project Delivery Office** *Project Charter finalized*	30	Project Manager
		PM & project team assigned; kickoff with customer	29	
	Project Planning	Customer commits to providing final requirements by 24 months or begin National Escalation		
		Begin National Escalation NLT	26	
		Escalate to AAC for Customer Management	25	
		Alert PBS Commissioner	24	
		Final Technical Requirements	24	

Figure 1.5 **Key Milestones and Points of Escalation for Above Prospectus**

Above Prospectus = OA > Annual Prospectus Rent Threshold			Above Prospectus Months prior to CILP submission	
Plan	Project Identification	**Client Engagement** *Draft CPA & Initial Contact* **Agreement on CPA** *Strategic Requirements Defined*	12 Regional escalations as needed 6	Planning Manager
		Agreement or Escalation (if agreement is not achieved by date below, begin National escalation)		
		Begin National Escalation NLT	5	
		Escalate to AAC for Customer Management	4	
		Alert PBS Commissioner	3	
Deliver	Project Initiation	**Transition to Project Delivery Office** *Project Charter finalized* *PM & project team assigned; kickoff with customer*	6 5	Project Manager
	Project Planning	Customer commits to providing final requirements by 24 months or begin National Escalation		
			Months after strategic req's finalized	
		Begin National Escalation NLT	20	
		Escalate to AAC for Customer Management	21	
		Alert PBS Commissioner	22	
		Final Technical Requirements	24	



The timing of the escalation and the impact level of the project may determine the basis of the dialogue to take place with the customer at the national level. For example, if at the time of escalation to Central Office the strategic requirement is already past the 30 month (6 months for prospectus) milestone, the dialogue at the Central Office level will include the customer's commitment to providing the final requirements to the region by the next milestone date.

Escalation Submission Form, Tracker and Shared Activity & Status Log

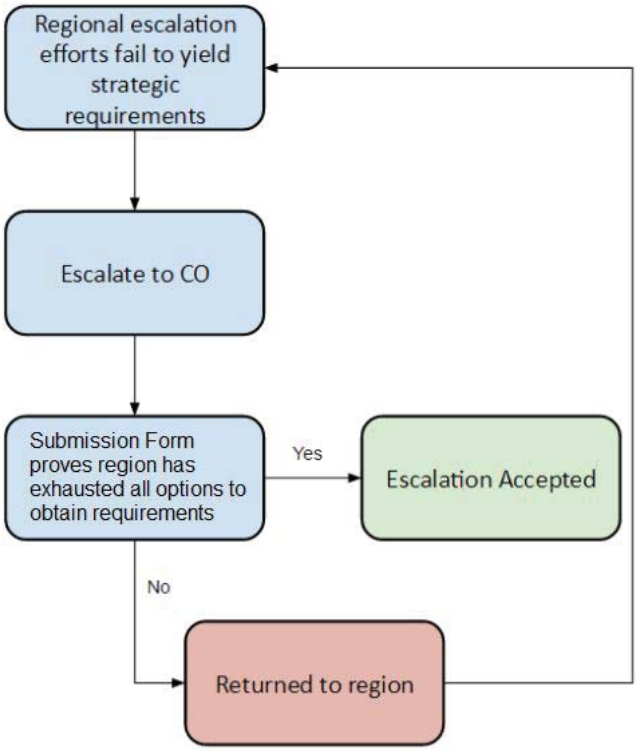
The National Escalation process begins with the Requirements Escalation Submission Form (replaces RD-DET). This tool must be used by all parties involved in regional and national project escalation activities.

The Submission Form populates the Escalation Tracker and a shared Activity and Status Log which is used document regional and national efforts employed and to list any results or outcomes stemming from those efforts. This tool accomplishes several goals:

1) Transparency - Documents activities and results for all involved parties to see.
2) Collaboration – Provides a collaborative tool for regional and national personnel to use
3) Accountability – Ensures all levels in the escalation process are performing
4) Intelligence – Provides information related to customer behavior and pain points

In FY17, PBS began to measure the success in meeting our upfront planning and requirements gathering milestones. Projects escalated and accepted by Central Office/NPLM were not penalized for missing measured milestones. That is no longer the case, we want regions to use the protocol when they need the assistance. An adjudication process has be introduced for FY18 for the missed milestones in the measure, where escalations will be taken into account.

Figure 1.6 **Escalation Submission Flow Chart**



Process for Submitting Escalation Requests to Central Office

As soon as the PLM or PM has exhausted regional escalation efforts and is ready to escalate to the appropriate Central Office NPLM/National Client Executive (NCE), the region must complete the following actions:

1) Regional Planning Managers/Project Managers are to complete and submit a Requirements Escalation Submission Form (replaces RD-DET).
    a. The RCE (for red tier customers) or your RSDO (white and blue tier customers) Must Review and Approve of this escalation submission (verbally or in writing) before you submit this form.
    b. Per policy timelines in this protocol, an escalation should be submitted by 28 months to OA expiration for strategic requirements, 26 months for technical requirements.
    c. The NPLM/NCE will then accept or reject the escalation based on the information contained in the submission form. If accepted, the NPLM/NCE will reply directly to the planning or project manager who submitted the escalation request.
    d. The NPLM/NCE will update the Escalation Tracker to reflect that the escalation is now 'open' and the partnership among Central Office and the regional office to pursue requirements at both levels has begun.
    e. NCE / NPLM and Regional Planning Manager/PM share the Activity and Status Log, linked to the escalation tracking sheet, as they engage the client at both levels
2) The escalation is marked as 'Resolved' when one of two situations occurs:
    a. Requirements are received by the local office
    b. And/Or the blocker which created the need for CO escalation has been alleviated, and the region no longer needs assistance from the national client lead

Timelines for Escalation

(NOTE MILESTONES NO LONGER ATTACHED TO ESCALATIONS- Adjudication process introduced in FY18)

Central Office Protocol for National Escalations

The national escalation protocol is in place to show accountability and transparency in the escalation process when Central Office is engaged to assist in resolving a requirement issue.

Once the Region has escalated to Central Office, the steps below will be pursued. Escalations to Central Office are to be resolved within a 2 month window.

The goal of the NPLM/NCE and the Associate Assistant Commissioner (AAC) is to resolve all escalations without Commissioner-level engagement. The NPLM/NCE will collaborate with the Central Office Escalations Program to keep all regional POCs and stakeholders updated on the status, and to notify the PLM or the PM of the escalation outcome, and cc all regional stakeholders involved in the escalation process.

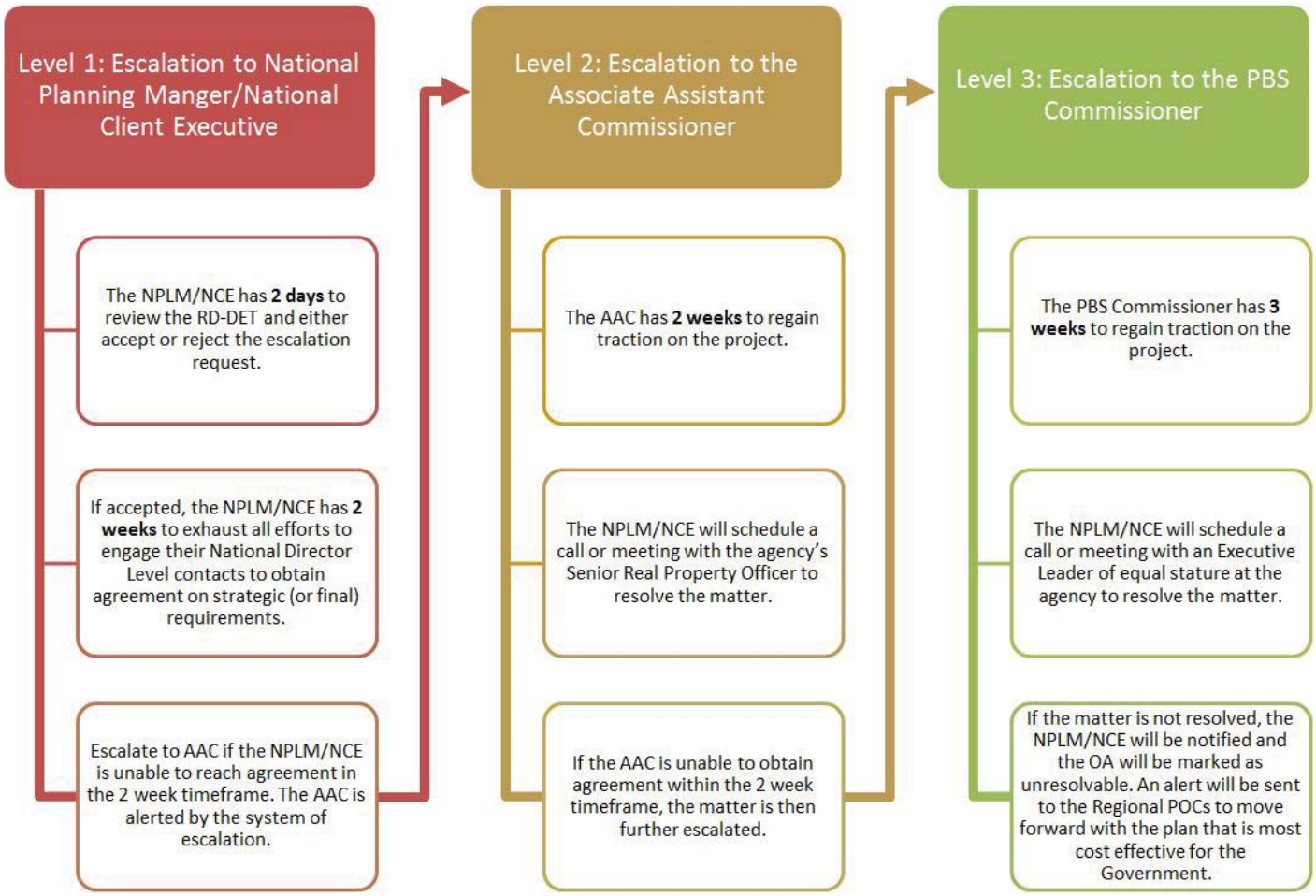
The Escalations steps below are to be applied during both the Project Identification and Project Planning phases.

	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to expiration	30 Months prior to expiration	24 Months prior to expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

- National Esc. Level #1 - Regional Req. Leader Submits to Central Office
    1. Regional Planning Manager / Project Managers submits form
    2. Escalations Coordinator populates non-form fields in Tracking Sheet including the Activity Log
    3. Escalations Coordinator @mentions the NCE / NPLM and sends an email notification with a link to the tracker and a reference to the row (subject is “Escalation: OA #, Region, Agency”)
        a. Coordinator CCs the submitter, the RSDO or RCE and the CA (POCs here)
    4. NCE / NPLM reviews the details in the tracker, including the the Activity Log and marks the escalation status column (AD) as ‘Open’ with 'or ‘Not Escalated’ and marks ‘date accepted’ if applicable
    5. NCE / NPLM ‘replies all’ to the email from the Escalation Coordinator with the status and a reason, if not escalated
    6. NCE / NPLM and Regional Planning Manager/PM share the activity and status log, linked to the escalation tracking sheet, as they engage the client at both levels
    7. NCE / NPLM marks the case as ‘resolved’ and adds ‘date resolved’ once the blocker has been removed and the region can continue to engage the client without CO assistance
    8. If after two weeks, the matter is unable to be resolved and the NPLM/NCE loses confidence in his or her ability to adequately engage the customer, they should record all outreach efforts in the FY17 Managing Customer Requirements Tracker, Escalations Tracking tab and escalate the matter. The FY17 Managing Customer Requirements Tracker, Escalations Tracking tab is updated to reflect escalation and AAC is alerted.

- National Esc. Level #2 - Associate Assistant Commissioner
    1. Upon escalation to the AAC, there will be two weeks to regain traction on this project. The NPLM/NCE will provide a copy of the Activity & Status Log which will contain a synopsis of the Regional and Central Office outreach efforts to the AAC.
    2. The NPLM/NCE will then work to setup a call or meeting with the agency's Senior Real Property Officer to resolve the matter. The FY18 Managing Customer Requirements Tracker, Escalations Tracking tab is updated accordingly.
    3. If the AAC is unable to obtain requirements and loses confidence in his or her ability to adequately engage the customer, the FY18 Managing Customer Requirements Tracker, Escalations Tracking tab is updated accordingly.
- National Esc. Level #3 - PBS Commissioner
    1. Escalation to the PBS Commissioner -- timing for this level -- 3 weeks duration.
    2. Upon escalation to the PBS Commissioner, the NPLM/NCE will provide a synopsis of the Regional and Central Office outreach efforts.
    3. The NPLM/NCE will then work to setup a call or meeting with an Executive Leader of equal stature at the agency. The FY18 Managing Customer Requirements Tracker, Escalations Tracking tab is updated accordingly.
    4. If the PBS Commissioner is unable to facilitate a resolution to this matter the NPLM/NCE will be notified and the OA will be marked as unresolvable in the FY18 Managing Customer Requirements Tracker, Escalations Tracking tab, an alert is sent to the Regional POCs. The AAC will then instruct the region to move forward with the plan that is most cost effective for the Government.

Figure 1.7 **Central Office Protocol for National Escalations Flow Chart**



End of Escalation Protocol

Appendix

Acronym Glossary

Acronym	Definition
AAC	Associate Assistant Commissioner
CILP	Capital Investment Leasing Program
CPA	Client Project Agreement
NCE	National Client Executive
NPD	National Planning Director

NPLM	National Planning Manager
OA	Occupancy Agreement
PLM	Planning Managers
PM	Project Managers
POR	Program of Requirements
RD-DET	Requirements Development Digest and Escalation Template

Broker Project Completion Certification

Broker Contractor Name:	
Lease (REXUS) Project Number:	
Contract Number:	
Task Order Number:	
Agency/Bureau Name:	
Location:	
Module:	

I have reviewed all submittals, deliverables, and/or administrative documents, to ensure conformance with contract requirements. I certify that the Contractor has delivered the required services for this project, and that all documents have been uploaded into G-REX or other systems.

COR Name:	
Date:	
Signature:	