

VOLUME II

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Exhibit 1

Regional Offices and Areas of Responsibility

New England Region (1)

U.S. General Services Administration
Public Buildings Service
10 Causeway Street, 9th Floor, Real Estate Acquisition Division
Boston, MA 02222
(Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont)
(617) 565-6727

Northeast and Caribbean Region (2)

U.S. General Services Administration
Public Buildings Service
26 Federal Plaza, Room 16-100
New York, NY 10278
(New Jersey (Northeast and Central Counties), New York, Puerto Rico, Virgin Islands)
(212) 264-4210

Mid-Atlantic Region (3)

U.S. General Services Administration
Public Buildings Service
The Strawbridge Building, 8th Floor
20 North 8th Street
Philadelphia, PA 19107-3191
(Delaware, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia,)
(215) 656-5959

Southeast-Sunbelt Region (4)

U.S. General Services Administration
Public Buildings Service
77th Forsyth Street, SW, Suite 500
Atlanta, GA 30303-3427
(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
(404) 562-2753

Great Lakes Region (5)

U.S. General Services Administration
Public Buildings Service
230 South Dearborn Street, Room 3700
Chicago, IL 60604
(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
(312) 353-5395
(312) 886-5595

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Heartland Region (6)

U.S General Services Administration
Public Buildings Service
1500 East Bannister Road
Kansas City, MO 64131
(Iowa, Kansas, Missouri, Nebraska)
(816) 926-7311

Greater Southwest Region (7)

U.S General Services Administration
Public Buildings Service
819 Taylor Street, 5A18
Fort Worth, Texas 76120
(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
817-978-2321

Rocky Mountain Region (8)

U.S General Services Administration
Public Buildings Service, Building 41
Denver Federal Center, Room 288
Denver, CO 80225-0006
(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
1-888-999-4777

Pacific Rim Region (9)

U.S General Services Administration
Public Buildings Service
450 Golden Gate Avenue, 3rd Floor
San Francisco, CA 94102-3434
(Arizona, California, Hawaii, Nevada)
(415) 522-3074

***These territories are serviced by Regional 9 but are not included in the scope of work of this contract.** Guam, and the Federated States of Micronesia (FSM), The Republic of the Marshall Islands, The Commonwealth of the Northern Mariana Islands (CNMI), The Republic of Palau, American Samoa

Northwest/Arctic Region (10)

U.S General Services Administration
Public Buildings Service
400 15th Street, SW
GSA Center (10PE)
Auburn, WA 98001
(Alaska, Idaho, Oregon, Washington)
(253) 931-7225

National Capital Region (NCR) (11)

U.S. General Services Administration
Public Buildings Service
3017 7th Street, SW, Room 7080
Washington, DC 20407
(District of Columbia, nearby Maryland and Virginia)
(202) 708-5891

EXHIBIT 2 LAWS, STATUTES, EXECUTIVE ORDERS, REGULATIONS

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

I. FEDERAL STATUTES

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

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

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

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

20. **Intergovernmental Cooperation Act of 1968 (40 U.S.C. §§ 901-905)**

Requires GSA to consult with planning agencies and local elected officials and to coordinate federal projects (i.e., usually large projects requiring Congressional prospectus approval) with development plans and programs of the state, region, and locality where the project is to be located.

21. **Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707)**

Requires contractors to make certifications regarding actions to reduce the possibility of drug use at the site of the performance of work. The requirements of the Act do not apply to contracts below the simplified acquisition threshold for leasing.

22. **Prohibitions Against Payments to Influence (31 U.S.C. § 1352)**

Requires certifications from contractors that funds have not and will not be paid to any person to influence the award of a Federal contract.

23. **Officials Not To Benefit (41 U.S.C. § 22)**

Prohibits any member of Congress from receiving any benefit arising from a Federal contract.

24. **Covenant Against Contingent Fees (41 U.S.C. § 254(a))**

Requires that no individuals other than full-time bona fide employees or established bona fide agents maintained by the Contractor have been retained to solicit or obtain a Federal contract. This requirement is not applicable to contracts below the simplified acquisition threshold for leasing.

25. **Anti-Kickback Act of 1986 (41 U.S.C. § 51)**

Prohibits a contractor from soliciting or receiving kickbacks from subcontractors in return for subcontract awards. The requirements of this Act are not applicable to contracts below the simplified acquisition threshold for leasing.

26. **Anti-Lobbying (18 U.S.C. § 1913)**

Prohibits the use of appropriated funds to lobby Congress.

27. **Examination of Records (P.L. 103-355, § 2251)**

Authorizes the head of an agency and the Comptroller General to inspect records of Federal contractors. This authority is not applicable to contracts below the simplified acquisition threshold for leasing.

28. **Davis-Bacon Act of 1931 (40 U.S.C. §§ 3141-3148)**

Provides for payment of prevailing wages to laborers on Federal construction projects. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.

29. **Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3702-3708)**

Imposes 40 hour work week and time and a half overtime requirements on certain contracts. This Act is potentially applicable to lease acquisitions when an offeror proposes

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

30. **Copeland Act of 1934 (18 U.S.C. § 874; 40 U.S.C. § 3145)**

This Act makes it unlawful for a contractor to force a kickback from any person employed in the construction or repair of a public building or public work. The Act also requires contractors and subcontractors to furnish compliance statement with respect to wages paid to employees. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.

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

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

32. **The Energy Policy Act of 2005, (Public Law No: 109-58, August 8, 2005)**

This Act includes new energy performance standards for Federal buildings and requires sustainable design principles to be applied to the design and construction of all new and replacement buildings.

33. **The National Defense Authorization Act for Fiscal Year 2008, Section 844,**

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

34. **Energy Independence and Security Act, 2007 (EISA), Pub. L. 110-140,**

This Act requires that GSA lease buildings that are energy efficient and promotes the use of renewable energy systems.

II. EXECUTIVE ORDERS

1. **Executive Order 11246 - Equal Employment Opportunity (1965. 30 Fed. Reg. 12319), and Executive Order No. 11375, "Equal Employment Opportunity" (Oct. 13, 1967, 32 FR 14303)**

Prevents Federal contractors from discriminating against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. **Executive Order 11988 - Floodplain Management (1977. 42 Fed. Reg. 26951)**

Precludes GSA from leasing space in buildings located within floodplains unless there are no practicable alternatives.

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

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

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

III. REGULATIONS

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

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

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

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

IV. POLICY

1. Homeland Security Presidential Directive, HSPD-12

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

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

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

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

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

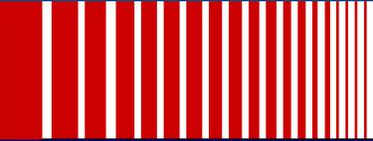
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1/18/2005	PQ-2005-02	Acquisition Planning for Leasing	7/31/2010
2/15/2005	PQ-2005-03	Annual Review of STAR User Access to Ensure Proper Segregation of Duties and Electronic Data Security	7/31/2011
5/04/2005	PQ-2005-04	Fire Protection, Life Safety, 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
10/06/2006	RSL-2006-06	Central Contractor Registration and Electronic Funds for Lease Payments - Supplemental Guidance	7/31/2014
10/30/2006	RSL-2006-07	Airport Leasing for the TSA	7/31/2010
11/28/2006	RSL-2006-09	Lease SFO Revisions for National Broker Contract (Amended)	7/31/2010
1/29/2007	RSL-2007-01	Updated Lease Representations and Certifications	7/31/2010
1/29/2007	RSL-2007-02	Accessibility in Leased Space	7/31/2010
3/19/2007	RSL-2007-03	Tenant Improvements Schedule and Submittals Revisions in the Solicitation for Offers	7/31/2011
3/19/2007	RSL-2007-04	Price Reasonableness Determinations and Notices to Proceed for Tenant Improvements Supplemental Lease Agreement for Excess TIs	7/31/2011
3/19/2007	RSL-2007-05	Tenant Improvement Costs/Reimbursable Work Authorization Tracker and Agency Concurrence for RWA Expenditure	7/31/2011
3/30/2007	RSL-2007-06	Tenant Improvement Project Management Support	7/31/2011
5/21/2007	RSL-2007-07	Background Investigations in Leased Space	7/31/2010
10/23/2007	RSL-2007-09	Tax Adjustment Clause Enforcement	7/31/2011
10/23/2007	RSL-2007-10	Leasing Delegations Approval and Oversight	7/31/2011
10/30/2007	RSL-2007-11	Free Space in a Leased Location	7/31/2011
12/27/2007	RSL-2007-12	Green Lease Policies and Procedures for Lease Acquisition	7/31/2010
6/13/2008	RSL-2008-01	Fire and Casualty Damage Clause Modification	7/31/2011
	RSL-2008-03	Revised Policy on the Determination of Operating or Capital Lease Classification for Budget Scorekeeping Purposes	7/31/2014
	RSL-2008-04	Revised Solicitation for Offers Template, Revised GSA Form 1364, Security Unit Price List	7/31/2013

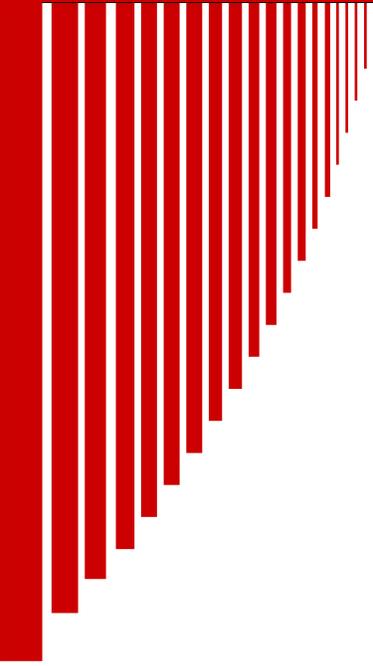
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	RSL-2008-05	Price Preference for Historic Properties in Lease Acquisitions	7/31/2011
	RSL-2008-06	Procedures for FEMA Emergency and Disaster Leases	7/31/2013
	RSL-2008-07	Special Aspects of Contracting for Succeeding Leases	7/31/2013
2/19/2009	RSL-2009-01	Posting of Justifications for Other Than Full and Open Competitions on the Federal Business Opportunities ("FedBizOpps") Website	7/31/2014
4/29/2009	RSL-2009-02	Revising GSA Form 3626, U. S. Government Lease for Real Property (Short Form)	7/31/2014
6/16/2009	RSL-2009-04	Process for Lease Actions Funded by the American Recovery and Reinvestment Act (ARRA)	7/31/2014

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



**Security Language for IT Acquisition
Efforts
CIO-IT Security-09-48**



VERSION HISTORY/CHANGE RECORD

Change Number	Person Posting Change	Change	Reason for Change	Page Number of Change

Approval

CIO IT Security Procedural Guide CIO-IT Security-09-48, Security Language for IT Acquisition Efforts, is hereby approved for distribution.



Signed: _____

Date: 09/10/2009

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Introduction

The U.S. General Services Administration (GSA) must provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source. Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act (FISMA) describes Federal agency security responsibilities as including “information systems used or operated by an agency or by a contractor of an agency or other organization on behalf of an agency.” This includes services which are either fully or partially provided; including other agency hosted, outsourced, and cloud computing solutions. Because FISMA applies to both information and information systems used by the agency, contractors, and other organizations and sources, it has somewhat broader applicability than prior security law. That is, agency information security programs apply to all organizations (sources) which possess or use Federal information – or which operate, use, or have access to Federal information systems (whether automated or manual) – on behalf of a Federal agency, Information systems used or operated by an agency or other organization on behalf of an agency. Office of Management and Budget (OMB) Memorandum M-09-29, “FY 2009 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management”, identifies five primary categories of contractors as they relate to securing systems and information: 1) service providers, 2) contractor support, 3) Government Owned, Contractor Operated facilities (GOCO), 4) laboratories and research centers, and 5) management and operating contracts.

The security contract language identified in this guide should be inserted in all Statements of Work where the information system is contractor owned and operated on behalf of GSA or the Federal Government (when GSA is the managing agency).. GSA Program Managers and acquisition management organizations with the procurement process are responsible for ensuring that the solicitation document includes the appropriate information security requirements. The information security requirements must be sufficiently detailed to enable service providers to fully understand the information security regulations, mandates, and requirements that they will be subject to under the contract or task order that may be awarded to them. This will also give potential contractors a better opportunity to ask questions about these Information Technology (IT) security requirements. The idea is to better prepare contractors and Commercial Service Providers to be compliant with GSA and Federal IT security requirements up front, avoiding unnecessary future contract modifications. Contractors systems, upon entering into a contractual agreement for services to GSA, will be subject to GSA policies, procedures, testing, reporting requirements, and general scrutiny.

The following sections are intended to be used “as is” and are appropriately formatted to allow this language to be placed in-line within a statement of work.

NOTE: FIPS 199 High impact and Cloud computing contracts involving subscription services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Storage as a Service (SaaS), or Software as a Service (SaaS) shall be coordinated through the Office of the Senior Agency Information Security Officer (OSAISO). Such services have added complexity that may require additional controls not found in this guide that may be required to protect to the degree required by FISMA, FISMA implementing standards, and associated guidance.

Scope

The security requirements identified in this guide are specific to contractor owned and operated systems on behalf of GSA or the Federal Government (when GSA is the managing agency). OMB Memorandum M-09-29 asserts that agencies are responsible for ensuring information technology acquisitions comply with the information technology security requirements in the Federal Information Security Management Act (44 U.S.C. 3544), OMB's implementing policies including Appendix III of OMB Circular A-130, and guidance and standards from the National Institute of Standards and Technology (NIST).

Purpose

The purpose of this document is to define and establish consistent language for GSA IT acquisition contracts involving contractor owned and operated systems to ensure compliance with the appropriate provisions of FISMA, OMB Circular A-130, and NIST 800-53 R3. Each of the sections below highlights a key element of GSA's IT security objectives for contractor acquisition efforts.

Contract Language

1.1. Required Policies and Regulations for GSA Contracts

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

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

- GSA Information Technology (IT) Security Policy, CIO P 2100.1E.
- GSA Order CIO P 2181.1 “GSA HSPD-12 Personal Identity Verification and Credentialing Handbook”, dated October 20, 2008.
- GSA Order CIO 2104.1, “GSA Information Technology (IT) General Rules of Behavior”, dated July 3, 2003.
- GSA Order CPO 1878.1, “GSA Privacy Act Program”, dated October 27, 2003.
- GSA IT Security Procedural Guide 04-26, “FISMA Implementation”.
- GSA IT Security Procedural Guide 06-29, “Contingency Plan Testing”.
- GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk.”
- GSA IT Security Procedural Guide 08-39, “FY 2009 IT Security Program Management Implementation Plan.”
- GSA IT Security Procedural Guide 09-44, “Plan of Action and Milestones (POA&M).”

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

- Federal Information Security Management Act (FISMA) of 2002.
- Clinger-Cohen Act of 1996 also known as the “Information Technology Management Reform Act of 1996.”
- Privacy Act of 1974 (5 U.S.C. § 552a).
- Homeland Security Presidential Directive (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors”, August 27, 2004.
- Office of Management and Budget (OMB) Circular A-130, “Management of Federal Information Resources”, and Appendix III, “Security of Federal Automated Information Systems”, as amended.
- OMB Memorandum M-04-04, “E-Authentication Guidance for Federal Agencies.”

- FIPS PUB 199, “Standards for Security Categorization of Federal Information and Information Systems.”
- FIPS PUB 200, “Minimum Security Requirements for Federal Information and Information Systems.”
- FIPS PUB 140-2, “Security Requirements for Cryptographic Modules.”
- NIST Special Publication 800-18 Rev 1, “Guide for Developing Security Plans for Federal Information Systems.”
- NIST Special Publication 800-30, “Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems.”
- NIST Special Publication 800-34, “Contingency Planning Guide for Information Technology Systems.”
- NIST SP 800-37, Revision 1, “Guide for the Security Certification and Accreditation of Federal Information Systems.”
- NIST Special Publication 800-47, “Security Guide for Interconnecting Information Technology Systems.”
- NIST Special Publication 800-53 Revision 3, “Recommended Security Controls for Federal Information Systems.”
- NIST Special Publication 800-53A, “Guide for Assessing the Security Controls in Federal Information Systems.”

1.2. GSA Security Compliance Requirements

FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”, is a mandatory federal standard that defines the minimum security requirements for federal information and information systems in seventeen security-related areas. Contractor systems supporting GSA must meet the minimum security requirements through the use of the security controls in accordance with NIST Special Publication 800-53, Revision 3 (hereafter described as NIST 800-53), and “Recommended Security Controls for Federal Information Systems.

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

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

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

1.3. Certification and Accreditation (C&A) Activities

The implementation of a new Federal Government IT system requires a formal approval process known as Certification and Accreditation (C&A). NIST Special Publication 800-37, Revision 1 (hereafter described as NIST 800-37) and GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk", give guidelines for performing the C&A process. The Contractor system/application must have a valid certification and accreditation (signed off by the Federal government) before going into operation and processing GSA information. The failure to obtain and maintain a valid certification and accreditation will be grounds for termination of the contract. The system must have a new C&A conducted (and signed off on by the Federal government) at least every three (3) years or at the discretion of the Authorizing Official when there is a significant change to the system's security posture. All NIST 800-53 controls must be tested/assessed no less than every 3 years.

Certification of System

1. The Contractor shall comply with Certification and Accreditation (C&A) requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the C&A is based on the System's NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The contractor shall create, maintain and update the following C&A documentation:
 - o System Security Plan (SSP) completed in agreement with NIST Special Publication 800-18, Revision 1. The SSP shall include as appendices required policies and procedures across 18 control families mandated per FIPS 200, Rules of Behavior, and Interconnection Agreements (in agreement with NIST Special Publication 800-47). The SSP shall include as an appendix, a completed GSA 800-53 Control Tailoring worksheet included in Appendix A of this guide. Column E of the worksheet titled "Contractor Implemented Settings" shall document all contractor implemented settings that are different from the GSA defined setting and where the GSA defined setting allows a contractor determined setting).
 - o Contingency Plan (including Disaster Recovery Plan) completed in agreement with NIST Special Publication 800-34.
 - o Contingency Plan Test Report completed in agreement with GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing."
 - o Plan of Actions & Milestones completed in agreement with GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M)."

- Independent Penetration Test Report documenting the results of vulnerability analysis and exploitability of identified vulnerabilities.

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

2. Information systems must be certified and accredited at least every three (3) years or whenever there is a significant change to the system's security posture in accordance with NIST Special Publication 800-37 Revision 1, "Guide for the Security Certification and Accreditation of Federal Information Systems", and CIO IT Security 06-30, "Managing Enterprise Risk."
3. At the Moderate impact level and higher, the contractor or Government (as determined in the contract) will be responsible for providing an independent Security Assessment/Risk Assessment in accordance with GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk."
4. If the Government is responsible for providing a Security Assessment/Risk Assessment and Penetration Test, the Contractor shall allow GSA employees (or GSA designated third party contractors) to conduct certification and accreditation (C&A) activities to include control reviews in accordance with NIST 800-53/NIST 800-53A and GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk". Review activities include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of GSA information. This includes the general support system infrastructure.
5. Identified gaps between required 800-53 controls and the contractor's implementation as documented in the Security Assessment/Risk Assessment report shall be tracked for mitigation in a Plan of Action and Milestones (POA&M) document completed in accordance with GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M)." Depending on the severity of the gaps, the Government may require them to be remediated before an Authorization to Operate is issued.
6. The Contractor is responsible for mitigating all security risks found during C&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

Accreditation of System

1. Upon receipt of the documentation (Certification Package) described in GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk" and NIST Special Publication 800-37 as documented above, the GSA Authorizing Official (AO) for the system (in

coordination with the GSA Senior Agency Information Security Officer (SAISO), system Program Manager, Information System Security Manager (ISSM), and Information System Security Officer (ISSO)) will render an accreditation decision to:

- Authorize system operation w/out any restrictions or limitations on its operation;
 - Authorize system operation w/ restriction or limitation on its operation, or;
 - Not authorize for operation.
2. The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. At its option, the Government may choose to conduct on site surveys. The Contractor shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the hosting Contractor's supervision.

1.4. Reporting and Continuous Monitoring

Maintenance of the security authorization to operate will be through continuous monitoring of security controls of the contractors system and its environment of operation to determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to GSA per the schedules below. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. They allow GSA authorizing officials to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur.

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

1. Plan of Action & Milestones (POA&M) Update
Reference: NIST 800-53 control CA-5
Contractor shall provide POA&M updates in accordance with requirements and the schedule set forth in GSA CIO IT Security Procedural Guide 09-44, "Plan of Action and Milestones."
2. Vulnerability Scanning
Reference: NIST 800-53 control RA-5
Contractor shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans. Scan results shall be managed and mitigated in Plans of Action and Milestones (POA&Ms) and submitted together with the quarterly POA&M submission.

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

1. Updated C&A documentation including the System Security Plan and Contingency Plan
 - i. System Security Plan
Reference: NIST 800-53 control PL-2
Contractor shall review and update the System Security Plan annually to ensure the plan is current and accurately described implemented system controls and reflects changes to the contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, Guide for Developing Security Plans.
 - ii. Contingency Plan
Reference: NIST 800-53 control CP-2
Contractor shall provide an annual update to the contingency plan completed in accordance with NIST 800-34, Contingency Planning Guide.
2. User Certification/Authorization Review Documents
Reference: NIST 800-53 control AC-2
Contractor shall provide the results of the annual review and validation of system users' accounts to ensure the continued need for system access. The user certification and authorization documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures.
3. Separation of Duties Matrix
Reference: NIST 800-53 control AC-5
Contractor shall develop and furnish a separation of duties matrix reflecting proper segregation of duties for IT system maintenance, management, and development processes. The separation of duties matrix will be updated or reviewed on an annual basis.
4. Information Security Awareness and Training Records
Reference: NIST 800-53 control AT-4
Contractor shall provide the results of security awareness (AT-2) and role-based information security technical training (AT-3). AT-2 requires basic security awareness training for employees and contractors that support the operation of the contractor system. AT-3 requires information security technical training to information system security roles. Training shall be consistent with the requirements contained in C.F.R. Part 5 Subpart C (5 C.F.R 930.301) and conducted at least annually.
5. Annual FISMA Assessment
Reference: NIST 800-53 control CA-2

Contractor shall deliver the results of the annual FISMA assessment conducted per GSA CIO IT Security Procedural Guide 04-26, "FISMA Implementation". The assessment is completed using the GSA on-line assessment tool.

6. System(s) Baseline Configuration Standard Document
Reference: NIST 800-53 control CM-2
Contractor shall provide a well defined, documented, and up-to-date specification to which the information system is built.
7. System Configuration Settings
Reference: NIST 800-53 control CM-6
Contractor shall establish and document mandatory configuration settings for information technology products employed within the information system that reflect the most restrictive mode consistent with operational requirements. Configuration settings are the configurable security-related parameters of information technology products that compose the information system. Systems should be configured in agreement with GSA technical guidelines, NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official. System configuration settings will be updated or reviewed on an annual basis.
8. Configuration Management Plan
Reference: NIST 800-53 control CM-9
Contractor shall provide an annual update to the Configuration Management Plan for the information system.
9. Contingency Plan Test Report
Reference: NIST 800-53 control CP-4
Contractor shall provide a contingency plan test report completed in accordance with GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing." A continuity test shall be conducted annually prior to mid-July of each year. The continuity test can be a table top test while the system is at the "Low Impact" level. The table top test must include Federal and hosting Contractor representatives. Moderate and High impact systems must complete a functional exercise at least once every three years.
10. Incident Response Test Report
Reference: NIST 800-53 control IR-3
Contractor shall provide an incident response plan test report documenting results of incident reporting process per GSA IT Security Procedural Guide 01-02, "Incident Handling."
11. Results of Physical Security User Certification/Authorization Review

Reference: NIST 800-53 control PE-2

Contractor shall provide the results of annual reviews and validations of physical access authorizations to facilities supporting the contractor system to ensure the continued need for physical access.

12. Results of Review of Physical Access Records

Reference: NIST 800-53 control PE-8

Contractor shall provide the results of annual reviews and validations of visitor access records to ensure the accuracy and fidelity of collected data.

13. Information System Interconnection Agreements

Reference: NIST 800-53 control CA-3

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

14. Rules of Behavior

Reference: NIST 800-53 control PL-4

Contractor shall define and establish Rules of Behavior for information system users. Rules of Behavior shall be submitted as an appendix to the System Security Plan.

15. Personnel Screening and Security

Reference: NIST 800-53 control PS-3, NIST 800-53 control PS-7

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

- Those contract personnel (hereafter known as "Applicant") determined to be in a Low Risk position will require a National Agency Check with Written Inquiries (NACI) investigation.
- Those Applicants determined to be in a Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI) based on the Contracting Officer's (CO) determination.

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

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

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

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

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

1. Policies and Procedures

Contractor shall develop and maintain current the following policies and procedures:

- i. Access Control Policy and Procedures (NIST 800-53 AC-1)
- ii. Security Awareness and Training Policy and Procedures (NIST 800-53 AT-1)
- iii. Audit and Accountability Policy and Procedures (NIST 800-53 AU-1)
- iv. Identification and Authentication Policy and Procedures (NIST 800-53 IA-1)
- v. Incident Response Policy and Procedures (NIST 800-53 IR-1, reporting timeframes are documented in GSA CIO IT Security Procedural Guide 01-02, Incident Handling)
- vi. System Maintenance Policy and Procedures (NIST 800-53 MA-1)
- vii. Media Protection Policy and Procedures (NIST 800-53 MP-1)
- viii. Physical and Environmental Policy and Procedures (NIST 800-53 PE-1)
- ix. Personnel Security Policy and Procedures (NIST 800-53 PS-1)
- x. System and Information Integrity Policy and Procedures (NIST 800-53 SI-1)
- xi. System and Communication Protection Policy and Procedures (NIST 800-53 SC-1)
- xii. Key Management Policy (NIST 800-53 SC-12)

1.5. Additional Stipulations (as applicable)

1. The deliverables identified in section 1.4 shall be labeled “CONTROLLED UNCLASSIFIED INFORMATION” (CUI) or contractor selected designation per document sensitivity. External transmission/dissemination of FOUO and CUI to or from a GSA computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140-2, “Security requirements for Cryptographic Modules.”
2. Federal Desktop Core Configuration
The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows. The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default “program files” directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with FDCC Scanner capability to certify their products operate correctly with FDCC configurations and do not alter FDCC settings.
3. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the contractor shall implement requirements in FAR clause 52.224-1, “Privacy Act Notification” and FAR clause 52.224-2, “Privacy Act.”
4. The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government’s agent.
5. The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor’s IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards:
 - i. The Contractor shall not publish or disclose in any manner, without the Task Ordering Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this Task Order or otherwise provided by the Government. *Exception - Disclosure to a Consumer Agency for purposes of C&A verification. <List any other exceptions as necessary>*

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

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

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

Appendix A: GSA Tailoring of NIST 800-53 Controls

Click on the attached workbook to open.



GSA 800-53 Control
Tailoring_FINAL.xls

Exhibit 4

Lease Cost Relative to Market Measure Description and Methodology

The Lease Cost Relative to Market (LCRM) measure evaluates office lease actions and determines whether the rents PBS contracts for are high, within (equivalent), or low relative to industry. The results are reported as a percentage below industry as well as the square footage of leases assessed as having rates that are high, within, or low relative to industry. The FY10 target for both national and regional performance is 9.25 percent below the mid-point of the asking rates for the market as demonstrated by our source data. PBS weighs the results by the square footage of each lease when determining whether the regions make their targets.

This measure is subject to change each fiscal year. Contractors will be notified if changes are made that will impact their performance criteria.

Leasing Website Tool

PBS uses an interactive website to administer the LCRM assessment process and to compare lease rates for each new office lease transaction with those paid by industry. We use the website to post information and enable regional staff to review, add, and edit data relevant to the current assessment. Administered by LMI, the website is a powerful tool that allows us to illustrate to our stakeholders that we are cost-effective in our leasing process. The website's operating structure is based on several tables, which are populated with STAR data for the time frame being assessed. These tables include the following:

- Industry Market data from sources such as SIOR, REIS, or others that PBS determines valid and acceptable for comparative use.
- Lease Actions Table, which is collected from STAR and captures data on PBS leases.
- Additional Markets Table, which captures additional industry data on specific regional markets. Additional Market data are used on case by case.
- Mappings Table, which matches the locations of PBS leases to specific industry markets.

After the data has been compiled and verified, we run a query that compares each PBS lease listed in the Lease Action table with its industry counterpart in the SIOR and Additional Markets tables. The query examines each lease and determines whether the rate PBS is paying is above, within, or below the rate paid by industry in the same market area. The query uses the Mapping table as a bridge to compare industry market data with PBS lease locations. Query results are saved to an Excel spreadsheet file, which is used to generate reports depicting regional and national results in terms of the number of new lease transactions and the square footage of new lease transactions. National Office uses these reports to generate the results of the quarterly measure performance.

Steps required to complete the lease cost analysis include the following:

1. Obtain accurate and relevant industry information on leases by market and class type..
2. Obtain accurate and relevant PBS information from STAR.
3. Regions review data and provide additional market information as appropriate.
4. Conduct assessment and generate reports and accompanying charts comparing PBS's lease rates with the industry range for a particular market.

Frequency of assessment. Quarterly.

Industry information. PBS currently uses SIOR and REIS as industry data sources. PBS will continue to seek other valid industry data sources for comparative market data and may add others as they are deemed valid and comparable to our markets and the data we need to review.

Assessment deadline. We are required to provide quarterly performance measure information on the 10th business day of the month following the end of the previous quarter. To meet this deadline, we will run STAR for lease action data on the 10th of the preceding month. This will provide us with a “rolling measure,” with 3 months of data incorporated into each review, and allow time to perform the assessments and analysis.

Regional review period. After the PBS lease data for lease actions that became effective during the period being assessed are posted (usually within 3 business days), the website automatically filters and qualifies the leases, so that the regions can start their data review. The regional review is critical to verify that leases being assessed meet all of the measure criteria and to identify leases that should be included or excluded.

Manual adjustments may be made to exclude (in no order):

- Class C Space
- New Lease Construction
- Land Ports of Entry
- Land
- Emergency Leases

Average annual rent. Free rent periods and step rent—negative and positive steps—distort our comparison by overstating our rent when we have leases with negative steps and understating our rent when we have free rent and rent increase steps in the first year. We will look at lease rates over the firm term to determine the effect of free rent periods and step rent.

EXHIBIT 5

MARKET ANALYSIS

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

1. Summary Market Information :

- (a) General market conditions for the broad metro market and the more specific submarket - - recent patterns and expected trends
- (b) Available buildings 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

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.

ORGANIZATIONAL CONFLICT OF INTEREST

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

Contractor _____
Subcontractor _____
Contract Number _____
Task Order Number _____

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

DESCRIBE THE CONFLICT _____

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

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

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

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

EXHIBIT 7 B
Individual Conflict of Interest and Non Disclosure Statement

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

Contractor _____
Contract Number _____
Task Order Number _____

A. Conflict of Interest

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

B. Nondisclosure of Procurement Sensitive Information

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

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

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

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

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

Name (typed) & Signature
Title

Date

**EXHIBIT 7 C
DUAL AGENCY DISCLOSURE STATEMENT
(Acknowledgement and Consent)**

GSA Regional CO: _____

Offeror: _____

Property Involved: _____

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

This statement discloses that _____ will be acting as
(Name of Brokerage)

Dual Agent in the contemplated transaction involving the named property.

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

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

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

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

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

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

Relationship to the Landlord is _____

Compensation: The brokerage firm will be compensated per any contract agreement between the property owner and the broker agent as detailed in the SFO and reflected on the SF2 of the awarded lease.

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

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

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

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

Owner's Signature **Date**

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

Potential Offerors Option:

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

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

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

Owner's Signature **Date**

Government's Signature**Date**

Broker's Signature**Date**

Exhibit 10

Best Value Tradeoff Sources Selection Procedures

Best value tradeoff source selection procedures may be followed for lease acquisition services. A tradeoff process is appropriate when it is in the best interest of the Government to consider award to other than the lowest price offeror or other than the highest technically rated offeror. Best value tradeoff source selection procedures are based on the concept of using a methodology for award that represents the greatest value to the Government, not necessarily the lowest cost or price or the highest technically rated offeror, based on the evaluation of cost or price and other factors specified in the solicitation. While the greatest value concept provides the opportunity for a cost/technical trade off and does not require that the award be made to the offeror submitting the lowest cost or price or the highest technically rated offeror, the ultimate decision may be to select the lowest priced offer or the highest technically rated offeror.

GSA best value tradeoff source selection procedures follow the regulations contained in the Federal Acquisition Regulation (FAR Part 15).

In the event the COTR determines that best value tradeoff source selection procedures shall be followed for an acquisition, the Contractor shall be required to perform the following services in conjunction with a lease acquisition task.

1. Develop the non-priced factors, the relative importance of each factor, a standard to evaluate each factor, and the weights to be applied to each factor during offer evaluation with the COTR and the tenant agency.
2. Submit to, discuss and coordinate the factors with the COTR and change as necessary.
3. Prepare a Source Selection Plan for the approval of the COTR.
4. Include all factors (cost and price, plus non-priced factors) their relative weights and the methods the Government will use to evaluate the offer for award in the SFO. The general approach for evaluating past performance shall also be described in the SFO. Price is not assigned a weight.
5. Evaluate offers strictly in accordance with the source selection methodology stated in the SFO.
6. Recommend a competitive range to the COTR and document the rationale if discussions are to be conducted,
7. Assist the COTR in debriefing offerors not included in the competitive range if requested if requested by the COTR.

8. Prepare the Source Selection Board Report (if a Board is established) and the Source Selection Authority (SSA) Decision letter for the signature of the COTR or other designee if the COTR is not the SSA.

Assist the COTR in debriefing unsuccessful offerors if requested by the COTR.

Exhibit 11
Commission Language for SF2 or Other Authorized Lease Award document

1. Commission and Commission Credit Language Template

Paragraph __ Commission and Commission Credit

Note to Leasing Specialists: This language is for use on the SF2 or other award document for any lease action, including SLAs for lease extensions, produced by a Broker firm. The Commission Credit must be taken at the commencement of the lease, not later in the term. This credit shall be applied only to Shell Rent. Do not reduce the rent by more than the monthly shell rent. If the Commission Credit exceeds one month's shell rental, spread the credit equally over the minimum number of months to recapture the total.

If local market practice is to pay by \$/SF, the template language may be tailored to fit the practice. Major changes to the template language should not occur without seeking approval from the NPM/NCO

a. The Lessor and the Broker have agreed to a total cooperating lease commission of ____% of the aggregate value of this lease as defined in the SFO. Based on the rental amount stated herein, the total amount of the commission is \$_____. The Broker's compensation is __%, or \$_____. The balance of the total cooperating commission shall be applied to the shell rent as the Commission Credit. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.

b. Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

c. Upon final acceptance of the Premises as evidenced by execution of a Supplemental Lease Agreement (SLA), in the event the rental amount increases or decreases from the amount stated herein, the commission percentage stated herein shall be applied to the revised rental amount to determine the revised commission and commission credit amounts and documented on the referenced SLA.

First Month's Rental Payment \$_____ minus prorated Commission Credit of \$_____ equals \$_____ adjusted First Month's Rent.

Second Month's Rental Payment \$_____ minus prorated Commission Credit of \$_____ equals \$_____ adjusted Second Month's Rent.

Third Month's Rental Payment \$_____ minus prorated Commission Credit of \$_____ equals \$_____ adjusted Third Month's Rent.

Fourth Month's Rental Payment \$_____ minus prorated Commission Credit of \$_____ equals \$_____ adjusted Fourth Month's Rent.

(Add more months/delete months as necessary.)

Exhibit 12

[e]LEASE BROKER ACCESS PROCESSES

1) PROCESS FOR OBTAINING PASSWORDS

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

2) TASK ORDER Assignment in eLease

- a) Broker receives password to eLease
- b) NBC Team notifies Regional Program Officials via weekly updates
- c) Password protected List posted on NBC Team website
- d) Broker provides eLease contacts with COIs
- e) RCO/OO confirms contacts with Broker Program Manager
- f) RCO/OO gives Broker access in eLease by task order
 - 1) Primary
 - 2) Secondary
- g) RCO/OO notifies Broker, COTR & RPM by e-mail that broker has been assigned to eLease project.

**EXHIBIT 13
RESERVED**

**EXHIBIT 14
RESERVED**

EXHIBIT 16
COTR/COR Approval Points Identified in Section C

1. Requirements development, if done by contractor
2. Project Schedule completed at orientation
3. Initial Negotiation Objectives
4. Draft Advertisement
5. Pre Market Survey Recommendations and Itinerary
6. Market Survey Report and Revised Project Schedule
7. Draft SFO
8. Final SFO
9. Any SFO amendment required
10. Negotiation Objectives at Initial Evaluation
11. Any revised Negotiation Objectives
12. Competitive Range Recommendation
13. Price Negotiation Memorandum
14. Any letter prepared for COTR signature
15. All Documents prepared at FPR
16. Lease File through Tab 6 at award
17. Fed Biz Opps Post-award notice requirements - publishing award notice and all JOTFOCs supporting lease actions
18. Any SLAs required during post award phase
19. Lease Monitoring & Management Plan 4.2.11.1(b)
20. TI Cost Evaluation
21. Cost Benefit Analysis for Succeeding/Superseding actions
22. JOTFOC for Succeeding/Superseding/Extension actions
23. Any other actions required for Succeeding/Superseding actions
24. Completed file submission