



SOLICITATION NO: GS-00P-09-BQD-0018
National Broker Lease Acquisition Services
Procurement by Negotiation – Not To Be Publicly Opened
Multiple Award Indefinite Quantity, Indefinite Delivery Contract

VOLUME I (Pages 1- 188)

NAICS CODE: 531210
SMALL BUSINESS SIZE STANDARD: \$2.0 MILLION

LOCATION OF PERFORMANCE: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands..

PERIOD OF PERFORMANCE: From start date (approximately 90 days after award) for one year with four one-year option periods

SOLICITATION ISSUE (POSTING) DATE: 13 January 2010

PRE-PROPOSAL CONFERENCE: (see section L for details)

Date: 22 January 2010

Time: 9:30 a.m.

Location: GSA Auditorium 1800 F St NW, Washington, DC 20405

(REGISTRATION REQUIRED SEE SECTION L OR REGISTER AT GSA EVENTS <http://www.gsa.gov>.)

RECEIPT OF PROPOSALS DATE/TIME: 17 February, 2010 1:00 P.M. (EST)

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Any questions regarding this solicitation shall be directed to:

GENERAL SERVICES ADMINISTRATION
OFFICE OF REAL ESTATE ACQUISITION
CENTER FOR REAL ESTATE BROKERAGE SERVICES (PRAA)
ATTENTION: Ted Mahoney, Contracting Officer
1800 F STREET NW, RM 2326
WASHINGTON, DC 20405
PHONE: (202) 420-8293/ EMAIL: ted.mahoney@gsa.gov

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (SEP 1999)(Deviation)**

(See explanation of deviation in Section L)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUB Zone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an Offeror, other than a small business concern, before being awarded a contract exceeding **\$500,000** (\$1,000,000 for construction) must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUB Zone small, small disadvantaged, and women-owned small business concerns as subcontractors in the performance of this contract. **(End of provision)**

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-016

GS00P09BQD0018

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Amendment 1 02/05/2010

B.2.2 PRICING WORKSHEET

Total Estimated leases are used for pricing evaluation purposes only.

1. Base Period (Contract Year 1)

Type	Line Item	Project Size Range in RSF	% of Expiring Leases SF/#s	Competitive Action - Bid NTE % of Aggregate Rent	Non Competitive Action - Bid % of Aggregate Rent
Full Lease Acquisition	0001A	0 - 10,000	15%/436	A _____	B _____
	0001B	10,001 - 50,000	40%/225	A _____	B _____
	0001C	Over 50,000	45%/43	A _____	B _____
Extension	0002	████████████████████	████████████████████	_____	_____

2. Option Period I (Contract Year 2)

Type	Line Item	Project Size Range in RSF	% of Expiring Leases SF/#s	Competitive Action - Bid NTE % of Aggregate Rent	Non Competitive Action - Bid % of Aggregate Rent
Full Lease Acquisition	0003A	0 - 10,000	11%/397	A _____	B _____
	0003B	10,001 - 50,000	32%/233	A _____	B _____
	0003C	Over 50,000	56%/85	A _____	B _____
Extension	0004	████████████████████	████████████████████	_____	_____

3. Option Period II (Contract Year 3)

Type	Line Item	Project Size Range in RSF	% of Expiring Leases SF/#s	Competitive Action - Bid NTE % of Aggregate Rent	Non Competitive Action - Bid % of Aggregate Rent
Full Lease Acquisition	0005A	0 - 10,000	12%/381	A _____	B _____
	0005B	10,001 - 50,000	31%/216	A _____	B _____
	0005C	Over 50,000	57%/62	A _____	B _____
Extension	0006	████████████████████	████████████████████	_____	_____

4. Option Period III (Contract Year 4)

Type	Line Item	Project Size Range in RSF	% of Expiring Leases SF/#s	Competitive Action - Bid NTE % of Aggregate Rent	Non Competitive Action - Bid % of Aggregate Rent
Full Lease Acquisition	0007A	0 - 10,000	11%/281	A _____	B _____
	0007B	10,001 - 50,000	28%/149	A _____	B _____
	0007C	Over 50,000	61%/54	A _____	B _____
Extension	0008	████████████████████	████████████████████	_____	_____

5. Option Period IV (Contract Year 5)

Type	Line Item	Project Size Range in RSF	% of Expiring Leases SF/#s	Competitive Action - Bid NTE % of Aggregate Rent	Non Competitive Action - Bid % of Aggregate Rent
Full Lease Acquisition	0009A	0 SF - 10,000	11%/232	A _____	B _____
	0009B	10,001 - 50,000	30%/136	A _____	B _____
	0009C	Over 50,000	58%/52	A _____	B _____
Extension	0010	████████████████████	████████████████████	_____	_____

NOTE: Percentages provided by the Government in the Pricing Worksheet are for evaluation purposes only and not a firm commitment. Percentages provided are percentages for the total program and not per contract. Fair Opportunity Procedures under Ordering Procedures in Section F will be followed.

B.2.3 Minimum/Maximum Quantities

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

(a) **MINIMUM:** The government will issue task orders for the services specified in the contract, at the minimum quantity of 38 (4.6%) per contract, of the Total Best Estimated Quantity for the Base Period. The minimum quantity represents an opportunity to earn an estimated commission amount of \$ 95,000 or an estimated \$ 2,500 per task order. There are no minimums quantities for other than the Base Period. This contract uses no appropriated funds. Funding information for the minimum quantity is provided for administrative purposes only. No payments will be made under this contract.

(b) **MAXIMUM:** The Government may place task orders for the services specified in the contract, provided these task orders do not exceed the maximum amount plus (10 %) of the Best Estimated Quantity for the entire program (2,982), or \$100,830,563 , inclusive of all contracts and all options.

The minimum and maximum quantities are established as consideration for the whole potential five-year life of the contract and not only for the base or option level.

Federal Information Systems Management Act

The Federal Information Systems Management Act (FISMA) was passed by Congress and signed into law by the President as part of the E-Government Act of 2002 (Pub. L. No. 107-347). The goals of FISMA include development of a comprehensive framework to protect the government's information, operations, and assets. FISMA assigns specific responsibilities to Federal agencies, the National Institute of Standards and Technology (NIST) and the Office of Management and Budget (OMB) in order to strengthen IT system security. In particular, FISMA requires the head of each agency to implement policies and procedures to cost-effectively reduce information security risks to an acceptable level.

Final Proposal Revision (FPR)

At the conclusion of discussions, each offeror still determined to be in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date for submission of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

Final SLA for Task Order Completion

For purposes of this contract, the Final SLA is defined as the last Supplemental Lease Agreement required for completion of the task order. It must clearly state, at a minimum, the final rental rate expressed in a dollar per rentable square foot basis, the total annual rental, the total TI dollar amount amortized in the lease, the commission rate expressed as a percentage of annual rent, the total commission dollars to be paid to the Broker, the total commission credit to be credited to the Government, and any other negotiated terms of the lease. See Section C.

Firm Term of Lease

Firm Term is the non-cancelable term of the lease that guarantees the Government's rental payments with or without occupancy.

Fiscal Year

The Government's fiscal year covers the period from October 1 through September 30.

Required Delivery Date (RDD)

The date specified in the task order schedule for completion of the task order (30 days after occupancy).

Reimbursable Work Authorization (RWA)

GSA Form 2957 submitted by Tenant Agencies for work exceeding the general and customization Tenant Improvement tiers allowed by GSA Rent Pricing Policy.

Rural Area

Rural area means a city, town, or unincorporated area that has a population of 50,000 inhabitants or less, other than an urbanized area immediately adjacent to a city, town, or unincorporated area that has a population in excess of for 50,000 inhabitants, as specified in the Rural Development Act, as amended. (See 7 USC § 1991(a) (13).

Scoring

Scoring is a method by which the Federal Government distinguishes between capital expenditures and operating expenditures for budget purposes. Capital expenditures are those expenditures that are equivalent to the purchase of a capital, or fixed asset (such as a building). Operating expenditures represent costs that keep the Government operating (such as leases that do not result in the Government assuming the risks of ownership or that do not result in the Government ownership of the leased asset). Budgeting for Capital leases and Operating leases is accounted for differently; therefore, proper classification of lease(s) is important to the Government's budgetary process (OMB Circular A-11 applies). The circular is available at the Office of Management and Budget (OMB) website at www.whitehouse.gov. Each lease acquisition is scored at least three times by the Government during the lease acquisition process to ensure the lease is an operating lease as opposed to a capital lease. Scoring is performed three times per project at a minimum: at project initiation, as part of evaluation of initial Offers, and at project completion.

Simplified Lease Acquisition Procedures

Procedures governing a lease award for less than \$100,000 average annual rent excluding the costs of operational services. GSAM Subpart 570.2 prescribes the procedures for awarding leases at or below the simplified lease acquisition threshold.

Simplified Lease Acquisition Threshold (SLAT)

Presently \$100,000 average annual rent for the term of the lease, including option periods and excluding the cost of operational services.

Small Business Size Standard for Leasing of Building Space to the Federal Government by Owners, North American Industry Classification System (NAICS) Code, 531190)

The Small Business Administration (SBA) size standard of \$20.5 million in gross receipts applies to the owners of building space leased to the Federal Government.

Space Allocation Standards (SAS) and/or Agency Design Guide

A basic written agreement reached between a tenant agency and GSA which provides standardization of space requirements for the agency. If applicable to a particular task order, the appropriate SAS or Design Guide will be made available to the Contractor by the COTR/COR.

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

The Contractor shall submit a conflict of interest and nondisclosure statement, **Exhibit 7A** and **7B**, to the Regional Contracting Officer (RCO) or duly authorized Ordering Official within five (5) business days of receipt of a task order.

The Contractor shall expect to continue performance of the task order using dual agency notification requirements identified in each Lease Solicitation for Offers and in Section H herein unless otherwise directed by the RCO. The RCO will notify the COTR/COR on the resolution of the conflict, and issue a Notice to Proceed (NTP) to the Contractor for the task order. Task orders may be sent to the Contractor from the Government via mail, (regular or express) email or facsimile. The COTR/COR designated for the task order shall contact the Contractor to schedule the project orientation as defined in this section.

C.4.1.2 Contractor Office Location and Response Times

At a minimum, due to the nature of the National Capital Region's (NCR) workload and limited geographic area, the Contractor shall have a minimum of one office located within the boundaries of the NCR. The NCR 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 NCR's COTR/COR within a two-hour notification from the Government. For all other GSA Regional Office locations, the Contractor shall respond to calls from Government personnel, with a returned phone call, on the same business day if practicable but no less than 24 hours and within the normal business hours of the Region initiating the call.

C.4.1.3 Contractor Personnel

Only qualified personnel who meet the requirements stated in Section H shall be assigned by the Contractor to perform services ordered by the Government. The Government reserves the right to review the resumes of personnel assigned to a task order and to request the removal of personnel who do not perform satisfactorily or who have not submitted documents necessary to conduct business on the behalf of the Government. Requests to remove personnel from contract work will be coordinated by the NCO.

C.4.1.4 Approvals

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

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

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

- a) Square feet change of plus or minus ten percent (10%) or as necessary to document SF category line item change.
- b) Required Delivery Date changes beyond a reasonable time
- c) Terminations for Convenience
- d) Terminations for Default (NCO action only)

Failure to adhere to this requirement may result in Contractor re-performance of services at their own expense.

2. Other changes, such as a change in COTR/COR, delineated area, term, or tenant improvement allowance, or a schedule change that does not impact the RDD, may be accomplished via written notification from the Regional Contracting Officer/Ordering Official for the task order.

C.4.1.6 Commission and Commission Credits

1. Contractors will be expected to negotiate a market commission with the offerors in the lease transaction, and any commission negotiated over the awarded percentage will be credited back to the shell rent for the transaction. The lessor shall apply this amount as an offset to the shell rent as outlined in Section G. Where the Contractor is entitled to receive a real estate commission or has any right to receive any form of payment from a broker, potential Lessor, or other party, for work performed under the contract, the Contractor shall document the proposed total commission percentage rate or dollar amount when submitting their negotiation objectives to the COTR/COR.

2. The final negotiated commission including the appropriate percentage and dollar amount credited to the Government in the lease transaction shall be documented at lease award in the specific format prescribed in Section G and **Exhibit 11**. The amount credited to the Government will be the amount above the awarded percentage specified in the Contractor's Pricing Worksheet as supported by mathematical calculations so that an auditor can determine how the amounts were achieved. 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), the final Supplemental Lease Agreement (SLA) under the task order must reflect the change (either up or down) in Commission and Commission Credit dollar value. Criminal penalties for making a false statement to the United States are contained in 18 U.S.C. 1001.

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

4. The Contractor is responsible for tracking and reporting all Commissions collected and those credited to the Government as required under the terms of this contract. Subcontractors must follow the same procedures as the Contractor, but shall report commissions to the Contractor for reporting to the Government.

C.4.1.7 Quality Standards

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

C.4.1.8 Communications, Submissions

1. Contractors must have email capability and use software designated for electronic submissions as stated in Section D, Markings.
2. Draft submissions for the Government's review shall be completed within GSA's eLease system or such other system as the NCO may direct to provide an electronic record of all elements of the transaction. COTR/COR approval of documents shall be made within the eLease system. Under rare circumstances, such as a natural disaster or other such emergency, documents may be completed and approved outside the eLease system and later uploaded into the eLease system for electronic storage. Copies of documents pertinent to the procurement that are submitted outside of eLease, such as offers and correspondence from offerors shall be uploaded into eLease. This includes unsuccessful offers. Copies of all final documents shall be maintained in the Lease file as required by GSA Lease policy.

C.4.1.9 Disposition of Lease File Records

Once the task order is completed, all documents, including electronic records pertaining to the acquisition shall be turned over to the Government. For security reasons and procurement confidentiality, the Contractor shall not keep any Government acquisition records. If the Contractor is required to submit records to a State licensing authority or oversight entity in regard to an audit of commissions collected, the Contractor shall notify the NCO and the NCO will coordinate with GSA Legal Counsel concerning records or documentation that are releasable. The NCO will provide copies of releasable documentation to the Contractor or a written statement that identifies the reason the requested documentation may not be released.

C.4.1.10 COORDINATION WITH GSA LEGAL COUNSEL

Only GSA Contracting Officers or delegated Contracting Officer Representatives, Contracting Officer Technical Representative, the RCO, the RPM, or national program officials are responsible for interfacing with GSA Legal Counsel on matters related to the contract or an individual task order. This does not preclude GSA Legal Counsel from

- c. The tenant agency's clearly defined delineated area and all necessary justifications.
- d. A signed draft OA, as necessary.
- e. The tenant agency's special requirements.
- f. The tenant agency's standard work hours (used to provide HVAC and utilities, and determine overtime hour utilization). Standard working hours will not exceed 10 hours per day, 5 days per week, excluding weekends and Federal Government holidays. Determine if the tenant agency works multiple shifts. All hours beyond standard working hours will be treated as overtime hours when providing HVAC.
- g. A statement whether the acquisition is likely to exceed the Prospectus Threshold.
- h. A preliminary scoring determination approved by the Government.
- i. The written approval (signature) of the tenant agency approving official. (SF81 or similar document)

2. If requested by GSA, the Contractor shall work with the tenant agency on the Requirements Development/Space Request Package and submit a complete requirements package as defined above to the COTR/COR for written approval prior to proceeding with the next phase of the work on the task order. Items d, g, and h above are the responsibility of the COR/COTR as indicated on the Lease File Checklist (Exhibit 6)

This contract is not intended to replace other GSA contracts which provide tenant agency assistance in developing a complete Program of Requirements. It is GSA's intention to leverage the broker's market knowledge of market conditions to advise us and our client agencies on delineated area recommendations, term length recommendations, thereby helping to shape tenant agency requirements to match market opportunities and conditions. If the Government determines to use the Contractor in this capacity with the Tenant Agency, the task order issued for Task 1 must state clearly that the acquisition is to include Requirements Development as part of the Task 1, Full Lease Acquisition.

If the tenant agency delays impact the completion of the requirements package so completion is not possible within a 90 day time frame, the Contractor shall notify the COTR/COR for guidance on how to proceed.

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

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

C.4.2.3 Project Orientation

1. The COTR/COR will schedule and conduct a Project Orientation with the RCO, Tenant Agency and Contractor to discuss roles, responsibilities, Required Delivery Date, the Market Analysis and procurement strategy which shall include initial negotiation objectives for approval by the COTR/COR. The COTR/COR will allow the Contractor a minimum of 4

working days to develop the required Market Analysis before conducting a Project Orientation meeting.

2. Contractor shall provide to the COTR/COR and RCO, project specific Market Analysis (See **Exhibit 5**) information not less than two (2) working days prior to the tenant agency project orientation meeting. COTR/COR and RCO may require additional discussion on the information provided by the Contractor prior to meeting with the Tenant Agency. This discussion will normally be conducted via telephone.

3. The purpose of the orientation is to ensure all parties understand the scope of a particular lease acquisition and should include at a minimum agenda topics such as

- a. other services that may be required and scheduled by the Tenant Agency prior to occupancy (including but not limited to installation of phones, furniture, or other equipment);
- b. planned move and occupancy dates;
- c. the roles and responsibilities of each party participating in the acquisition;
- d. procurement integrity and ethics issues related to the procurement, and
- e. submission requirements including regional lease file conventions.

4. The Contractor shall prepare and disseminate the minutes of the Project Orientation Meeting.

C.4.2.4 Schedules

There are three schedules associated with each task order:

a. Task Order Schedule.

The schedule associated with the start and completion of the task assignment and encompasses the project and construction schedules. This schedule completion date is set by the RCO/OO with the issuance of the task order. The Contractor is accountable for meeting the dates but the RCO sets and maintains this schedule to include COI submissions, occupancy and RDD.

b. Project Schedule (See **Exhibit 8**)

The schedule associated with the lease acquisition through acceptance and occupancy and is prepared by the Contractor for approval of the COTR/COR. This is a negotiated schedule between the COTR/COR, Tenant Agency and Contractor facilitated by the Contractor. The Contractor shall develop a base line project schedule for discussion at the orientation meeting. A more definitive schedule shall be developed by the Contractor following the market survey. The Schedule shall be completed and approved in eLease and conform to the sample provided as **Exhibit 8**. Additional milestones may be required, dependent on the complexity of the project. Revisions may be required as the project progresses in consideration of project complexity, customer service or communication purposes. It is understood that schedule dates may slip for numerous reasons. The Contractor shall notify the COTR/COR and the Tenant agency (if directed by the COTR/COR) immediately as to the time impact and reason for the slippage of major milestones within three (3) working days of becoming aware of the slippage. Any revisions that delay the project beyond a reasonable time of the Task Order RDD must be approved by the COTR/COR and documented by modification to the task order issued by the RCO or OO.

- i. A physical inspection with COTR/COR, Tenant Agency and property representatives. Part of the Market Survey process is physically visiting various facilities in differing locations. To avoid delays created by traveling in separate vehicles and facilitate a timely completion of the Market Survey, the Contractor may provide transportation, where appropriate and expedient, for participating parties to include the COTR/COR and tenant agency.
 - ii. A completed Comprehensive Market Survey Checklist (**Exhibit 9**) for each property surveyed
 - iii. See Section C. 4.2.13 Site Options if necessary.
3. The COTR/COR may determine not to attend the physical inspection and instead rely on the Contractor.
4. 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 of a property to meeting the requirements of the SFO shall be addressed with the owner or representative during the market survey phase. The number or identity of Offerors participating in the procurement shall not be disclosed at any time prior to award.

c. Market Survey Report

1. Contractor shall submit to COTR/COR for approval within 5 business days after physical inspection, a Market Survey Report which includes, at a minimum, the following for each building:
- i. The estimated market rental rate range
 - ii. The block of space to be offered
 - iii. Building type
 - iv. Parking available
 - v. SF in building and SF being offered.
 - vi. A statement regarding whether or not the building (or site) is in a 100-year flood plain or a 500-year flood plain, including FEMA flood plain maps that support such determination.
 - vii. A statement regarding whether or not the building is on the National Register of Historic Places, has the potential to be so listed, or is located within a Historic District, including the publication date of the register used for such determination.
 - viii. A statement of historic properties or districts adjacent to or “impacting” those properties surveyed.
2. The Market Survey Report shall also include the following:
- i. A clear statement as to the steps taken to maximize competition,
 - ii. Copies of flyers, advertisements, and Federal Business Opportunity notices,
 - iii. A listing of all expressions of interest including those whose properties have the potential to meet the requirements of the SFO and those whose properties do not have the potential to meet the requirements of the SFO.
 - iv. The list shall include each building owner’s name and their contact person’s name, address, phone numbers and e-mail addresses.

3. After approval of the Market Survey Report, Contractor shall prepare a letter on GSA letterhead for the signature of the COTR/COR advising appropriate property representatives that based on the Market Survey, their property does not appear to have the potential to meet the minimum requirements of the SFO or Tenant Agency requirements. Contractor shall identify the specific reason(s) why the subject property does

C.4.2.11 Post Award Services

1. Post Award Services include the following:

a. The Contractor shall schedule a Post Lease Award Orientation meeting to occur within 5 working days of Lease award. The COTR/COR shall 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 COTR/COR, and other government designees as determined by the COTR/COR. At the meeting parties shall confirm roles, responsibilities and schedule for the post award process. 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 unless the SFO requires the lessor to accomplish that function.

b. This contract does not include construction inspection services.

c. The Contractor shall provide to the COTR/COR for approval a lease monitoring & management plan which identifies all lessor required document deliverables, certifications, schedules along with Construction/Build out schedule and any other deliverables described in the Lease. The Contractor shall detail how the monitoring & management plan will be executed and reports to the COTR/COR will be provided. The plan shall include at a minimum how the Contractor will oversee the following:

- i. lessors Construction Buildout/Tenant Improvement Pricing
- ii. lessors Disposal and Waste Management Plan
- iii. lessors Construction/Tenant Improvement Schedule and Progress Reports
- iv. pre Construction Meeting (include coordination meeting with COTR/COR prior to the lease required meeting.
- v. Davis – Bacon Act reporting of Payroll and Basic records under the lease.
- vi. Incorporation of Tenant Occupancy Services (See Definitions)
- vii. Change Order management/Supplemental Lease Agreements (including Final SLA)
- viii. final Inspection/Acceptance of Space/Lessor's Punch list
- ix. lessor As-built drawings and confirmation of accuracy
- x. validation of Lessor Measurement and Categorization of Space
- xi. any other deliverables from the SFO that are not specifically referenced herein

2. The Contractor shall immediately notify the COTR/COR if any issues arise during the Post Award phase that will impact the delivery schedule or budget of the project.

3. a. The Contractor shall negotiate TI requirements identified in the SFO and any Change Orders related to shell and TI stated in the SFO and prepare Supplemental Lease Agreements (SLAs) as necessary in relation to the shell and TI specified in the SFO. The Contractor is not responsible for preparing Independent Government Estimates (IGE) related to TIs or additional Change Orders. The Contractor shall continue to monitor the

C.4.3 TASK 2 – Lease Extension

If in the process of procuring a Task 1, Full Lease Acquisition, the term of the existing lease will expire prior to completion of the acquisition, a Lease Extension is required. Under this contract, extensions may be tasked in association with an existing Task 1 task order or separately as otherwise deemed in the Government's interest.

1. If an ongoing procurement action under a Task One requires an extension(s), the Contractor shall submit a Justification for Other Than Full and Open Competition (JOTFOC) to the COTR/COR for approval and signature.
2. The Contractor shall take appropriate steps to coordinate the term of the extension with the COTR/COR to match the scheduled occupancy date of the Task 1 procurement
3. The Contractor shall negotiate appropriately with the lessor, document the negotiations and provide to the COTR/COR for approval all applicable documents associated with the lease extension in accordance with regulations, polices and statutes that may apply.
4. At conclusion of negotiations, the Contractor shall submit to the COTR/COR, at a minimum a written record of discussions with the lessor, a draft SLA for approval and a letter transmitting the SLA to the lessor for approval and signature of the COTR. Documentation is to include mathematical calculations supporting the final commission, commission credit, rental rate, and other results of all discussions.
5. The SLA shall document the total commission arrangement including the total amount of commission to be paid by the lessor, the term the commission is based on, and the amount of the commission credited to shell rent expressed in terms set forth in C.4.1.6 . The format provided in Commission Language **Exhibit 11** shall be used to specify the above information.
6. Contractor shall review the SLA once signed and returned by the lessor to confirm that no changes have been made. If changes have been made by the Lessor, Contractor shall notify the COTR/COR of changes in writing. Contractor shall take action on the changes as directed by the COTR/COR. In the event that no changes are identified, Contractor shall submit both copies of the SLA and a transmittal letter for the fully executed SLA to the COTR/COR for approval and signature.

C.4.4 Market Data Information

Occasionally, the Government has a need for limited market data that real estate firm's typically provide to clients at no cost. If requested by the National Program Manager, the Contractor shall provide the following types of market data to the NPM.

1. Summary market information such as:

C.5.1 Disputes/Protests

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

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

C.5.2 Claims/Appeals

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

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

C.5.3 FOIA/Congressional/Other Inquiries

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

C.6 REPORTS

1. The Contractor shall provide monthly project status reports to regional program officials. NCO will determine the format and content after award which will be consistent for all regions.
2. Identify any services provided for disputes, protests, FOIA, 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.
3. Metropolitan Statistical Areas (MSA) – After award **Exhibit 15** is required to be provided by awardees indicating market commission ranges for each identified MSA. These submissions will be used to inform and to aid GSA in establishing an initial standard market range for commissions in each MSA for use by all awardees. This submission to the NCO

National Broker Contracts, if applicable. The Ordering official may consider the Contractor's past performance on both an aggregate national level and on a regional level, where available, when placing orders;

- (3) Workload capacity, including potential impact on other orders placed with the contractor; and
- (4) Workload distribution.

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

(3)(a) For task orders or a group of task orders estimated to yield a net commission in excess of \$5,000,000, all contractors will be provided a fair opportunity to compete for award of the task order. In such cases, each contractor will be provided, at a minimum,

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

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

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

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

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

The Contractor shall submit corporate and individual conflict of interest and non disclosure statements, **Exhibits 7A and B** to the Regional Contracting Officer/Ordering Official no later than three working days after receipt of a task order for Contractor or subcontract personnel who will perform services in connection with the task order. If multiple personnel will be involved in performing services in connection with the task order, the services to be performed by each person shall be identified as well as the person who has overall responsibility for the task order. If additional personnel are assigned to the task order at a later date, a nondisclosure/conflict of interest statement shall be provided to the Regional Contracting Officer prior to their starting work on the task order.

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

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

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

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

The GSA task order must state the specific Square Foot category, competitive/non-competitive type and Commission (maximum percentage of aggregate lease value) and include a firm required delivery date (where determined) that must be met by the Contractor.

Contractors shall accept only written task orders issued on a GSA Form 300 by an RCO/Ordering Official authorized by the National Contracting Officer/NCO. Performance of services, which have not been ordered in accordance with the terms and conditions of this contract, could result in the Contractor having to re-perform services at their own expense.

The GSA Office of Acquisition Policy (MV) is the GSA Ombudsman for task order contracts and shall review complaints about fair opportunity concerns and ensure that Contractors are afforded the fair opportunity to be considered for task orders issued consistent with the procedures in the contract. The GSA Ombudsman will exercise

the limits of their contracting authority. They will delegate certain responsibilities to COTRs/CORs for the day-to-day monitoring of Contractor performance. The designation of an RCO does not preclude the region from having multiple ordering officials (Contracting Officers) who will award and administer task orders. The RCO for a task order will approve all task order changes via written task order modification

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

- Awarding task orders in accordance with Ordering Procedures in Section F, including documenting the decision appropriately.
- Administering task orders
- Terminating task orders for the convenience of the government
- Terminating task orders for default after coordination with the NCO.
- Determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the contract and with input from the COTR/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 (COTR/COR's).

G.1.4.1 ORDERING OFFICIALS (OO)

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

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

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

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

G.1.1 CONTRACTING OFFICER REPRESENTATIVE (COR) AND CONTRACTING OFFICER TECHNICAL REPRESENTATIVES (COTR)

1. In most cases, the COTR for a task order is the Lease Contracting Officer (LCO) for any lease award or leasing action resulting from the issued task order and is GSA's primary contact with the tenant agency. In some cases, a Leasing Specialist, who does not hold a contracting officer warrant, may be designated as a COR.

H.7. POST AWARD ORIENTATION AND TRAINING

1. After award, key Contractor personnel shall attend an orientation to be provided by GSA in order to review contract requirements, discuss procedures for interfacing with the Government personnel responsible for ordering, monitoring, and approving the Contractor's performance and submissions, and to provide other appropriate orientation materials. It is anticipated this orientation will take 3-4 days. The cost to attend the orientation will not be reimbursed by the Government. At minimum, the Contractor's key personnel, the primary contacts for the NCO and NPM, and regional project managers shall attend orientation. Other attendees are at the discretion of the Contractor. The location for the training will be determined after contract award. The number of slots available for Contractor attendees will be limited to approximately 25 per Contractor. The exact number of slots will be determined after award.

2. Commercial training is available on Federal Lease Law and Acquisition. Contractor personnel are required to know and understand the Federal laws and regulations related to the acquisition of leased space in order to perform satisfactorily on the contract. It is GSA's experience that it takes up to 5 years to train a Federal Leasing Specialist in-house. Given the differences in Commercial Real Estate and Federal Real Estate laws and processes, the minimum training required to begin work under this contract is stated below. If time is not sufficient between award of the contract and Notice to Proceed to complete temporary approval may be granted with the understanding that all must be completed within 3 months of Notice to Proceed. Personnel who do not demonstrate sufficient knowledge to perform functions will not be allowed to perform work and may be removed under Section H.3.6. The Contractor will not be reimbursed for any costs associated with training.

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

a. Contract personnel with 3 years of documented commercial real estate experience may complete the Market Analysis defined in Exhibit 5.

b. Contract personnel with 3 years of documented acquisition related commercial real estate experience and Federal Real Property Leasing or Basic Lease Contracting may complete Market Surveys as identified in Section C.

c. Contract personnel preparing SFOs must have 3 years of documented acquisition related commercial real estate experience and have completed the Federal Real Property Leasing or Basic Lease Contracting and Federal Real Property Lease Law.

d. To negotiate GSA's lease transactions, Contractor personnel must have 3 years of documented acquisition related commercial real estate experience and have completed Federal Real Property Leasing or Basic Lease Contracting, Cost and Price Analysis of Lease Proposals, and Federal Real Property Lease Law.

e. For Post Award Services, Contractor personnel must have 3 years of documented acquisition related commercial real estate experience specific to build out of a facility and bringing the lease transaction to occupancy.

(See sample Figure L-1). In the event that GSA is unsuccessful in contacting a reference, the Offeror will be given two days to have the reference contact GSA. If after repeated attempts (three), the Government is unable to contact a client provided by the Offeror with their account data, the reference may be excluded from evaluation.

Factor 2 - Management and Organization, Operational Approach, and Staffing

This factor considers the merits of the offeror's plan for managing the contract, managing the work requirements, ensuring qualified personnel are available, coordinating work among widely disbursed offices and subcontractors and for avoiding, neutralizing, or mitigating conflicts of interest. Offerors shall address the following subfactors in their proposals:

Subfactor 2(a) - Management and Organizational Plan

Page Limitation: *Three pages narrative, plus resumes that shall be limited to one page per person.*

Offeror shall identify their management and organizational plan for the contract to include

- (1) Their organizational structure, office locations, the role of personnel from each of the offices and their plan for interfacing with GSA personnel. An office location within the boundaries of the National Capital Regional Office is a mandatory minimum requirement.
- (2) The address of the contractor's office to which task orders from the Government should be sent.
- (3) A description of the overall plan of their organizational plan for managing the work required by the contract, including the use of subcontractors.
- (4) The staffing of key personnel positions (the primary contacts with Government personnel as described in Section H of the solicitation.) Resume(s) are required for the key personnel (project manager and alternate) including subcontractors who may serve as key personnel or alternates for key personnel. Resumes shall reflect education, experience, and clearly state why the person is well qualified for the position.
- (5) The availability of key personnel during regional work hours and on normal workdays, responsibility and lines of authority of key personnel as well as their plan for communicating and coordinating with the following GSA personnel: the procuring contracting officer, the national and regional program managers, the regional contracting officers who will issue task orders and the regional contracting officer's technical representative (COTR) and regional Leasing Specialist (COR) for the task order who will monitor the contractor's day to day performance. The plan should clearly address how coverage will be provided for the time zone of each Regional Office.

The plan must address how organizational and individual conflicts of interest as might occur with affiliated brokers who also represent lessors will be avoided and mitigated including procedures to ensure that procurement integrity requirements are not violated and the interest of the Government

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and offerors on lease acquisitions who will have their proposals evaluated by the contractor are safeguarded. The plan shall address the requirements of Section H.5, Organizational Conflict of Interest, of the RFP and clearly describe the "conflict wall" to be established by the offeror.

- (7) The plan should address whether the firm has the appropriate licenses required to perform services under the contract or will have them prior to the contract start in the event they are awarded a contract. The plan should list any locations which are required to be serviced under the contract where the offeror is not currently licensed.
- (8) The plan should demonstrate the firm's plan to provide training as required in Section H.

Subfactor 2(b) – Operational Plan

Page Limitation: *Three pages (3) for narrative information, plus two (2) additional pages per scenario.*

The operational plan should demonstrate a thorough understanding of the requirements of the contract, the Offeror's ability to perform the specific tasks required by the solicitation, the method that will be used to ensure quality control and to obtain lease pricing in line with GSA performance goals. Currently the measure with goals impacted by this contract is the Lease Cost Relative to Market measure described in **Exhibit 4** of this solicitation. Should other measures be developed or become required for GSA, they will become automatically incorporated into this contract and a definition will be provided by the NCO. Proposals that merely offer to conduct the work in accordance with the Government's requirements, as described in the Work Requirements Section, will not be further considered. The data submitted for this factor must be concise, specific and complete and shall demonstrate a thorough understanding of the requirements in the solicitation.

The Operational Plan shall specifically address the following:

- (1) The contractor's plan to provide coverage and timely service to all geographic areas required by the solicitation for both small and large transactions, in both metropolitan and rural areas.
- (2) The techniques and processes to be used to perform the specific tasks in the contract including how a task will be staffed and managed on a regional basis. Include the method for assigning personnel or subcontractors to task orders to ensure that qualified personnel are available during the normal business hours of the Region where the task order is performed; that personnel performing the market survey or market analysis are experienced and knowledgeable of the local market, and will be available to regional officials or for onsite inspections to expeditiously resolve problems.
- (3) It shall identify the approach to quality control including techniques to be used to monitor projects, personnel, and subcontractors to ensure timely and quality performance in accordance with contract requirements, and to ensure problems and delays are identified and corrected in a timely manner. Both who will monitor the

performance and how and they will do it shall be addressed. A formal Quality Control Plan consistent with the evaluated approach shall be submitted upon award and incorporated into and become a part of the contract awarded as a result of this solicitation.

- (4) The method for keeping the COTR/COR informed of the status of task orders in process.
- (5) Techniques to be employed to ensure that maximum competition is promoted and that rates negotiated for leases are fair and reasonable and in line with GSA's performance goals, i.e. rates less than mid-point of the market as identified by **Exhibit 4**, LCRM fair market value criteria.
- (6) Any specialized ability, techniques, and databases or other methods to be utilized to ensure market analysis is sufficient to identify trends in the current local markets to promote fair and reasonable pricing.

In addition to the general information requested above, the offerors shall provide a proposed action plan for task orders issued for two scenarios (1) over the Simplified Acquisition Threshold and (2) under the Simplified Acquisition Threshold.

The following areas must be addressed:

- how the projects would be staffed (categories of personnel including the identification of subcontractors personnel);
- how the interface between GSA (specifically the regional contracting officer/ordering official and the regional COTR/COR) and contractor personnel would work;
- the key steps that must be performed (offerors shall use the Lease Acquisition Check List to identify this information) and must develop a project schedule;
- what strategies would be employed to promote competition, to ensure that negotiated lease rates are fair and reasonable for the market,
- how to ensure the project will be delivered on time;
- how to handle and resolve problems and delays;
- how to obtain costs savings for the Government; and lastly
- what forms and documents are required to assemble a complete acceptable lease contract

Scenario #1: Full Lease Acquisition over the Simplified Acquisition Threshold

1. This project is located within GSA's Southwest Region, R7, in Fort Worth, Texas, with geographic coverage in the Central Time Zone. The GSA Ordering Official and COTR/COR for the task order are located in the Fort Worth, Texas Regional Office.

2. The lease project location is in Albuquerque, NM, where GSA currently houses Internal Revenue Service (IRS) in an existing lease that expires on 03/17/2010.

3. The current lease has a total lease square footage of 128,750 ANSI BOMA Office Area. The agency requirements have come in to GSA asking for a total of 145,000 ANSI BOMA Office Area for their new lease.

This factor considers a large business concern's commitment to utilize small business concerns including, women-owned, veteran-owned, service-disabled veteran-owned, and HUB Zone small business in the performance of contracts awarded as a result of this solicitation. Plans should reflect how dollar and percentage targets were developed.

The Government believes there are significant subcontracting opportunities under the contract. While a minimum requirement is not established for subcontracting, large business concerns that propose less than 27% of the total contract value, for this contract \$33 Million for the base and all option years, for subcontracting opportunities, may not be competitive.

There are various methods for identifying small business concerns from the categories listed above:

- (1) **Exhibit 14** is a list of current and previous GSA small business concerns with GSA real estate contracts for services similar to those required by this solicitation. This list is not a recommendation for these companies and is provided for informational purposes only.
- (2) Subcontracting opportunities may be posted at no cost on the SBA website at <http://www.SBA.gov> under the SUBNET option.
- (3) The SBA ProNet data base now available at the CCR.gov website and includes small business concerns for the categories listed above.
- (4) Links to data bases with information on minority, woman-owned and veteran owned small businesses may be accessed from the GSA website:<http://gsa.gov> under GSA Organization, Office of Small Business Utilization.

Subfactor 4(b) - Participation of Small Disadvantaged Businesses

Page Limitation: One Page

SDB participation will be evaluated in all proposals including ones from small business entities. **All offerors, including small business concerns**, must provide, with their proposals, targets expressed as dollars and a percentage of the estimated contract value, \$33 Million including the base and all options years, and how the targets were developed.

There is no minimum requirement for SDB subcontracting; however, targets of less than 5% of the total contract value may not be competitive. For large business concerns, the targeted amount for SDB's is counted in the overall 27% goal under Subfactor (a).

Offerors shall address the complexity and variety of work to be performed by SDB's.

Offerors must confirm that potential subcontractors representing themselves as small disadvantaged business concerns are identified by SBA as a small disadvantaged business by accessing SBA's dynamic small business search database at the Central Contractor

more than one factor in each category has been rated unacceptable and the reference indicates that the overall performance was satisfactory; they would use the offerors services again; and no other sources indicates there is a substantial past performance problem that would present an unacceptable risk to the Government.

- **Subfactor (e) - Compliance with goals for Small Business Concerns in Subcontracting Plans for Previous Contracts**

Other than small business offerors will be evaluated on past performance on the extent to which Small Business Subcontracting goals in previous contracts were met, and if not, whether the contractor failed to make a good faith effort to meet the goals.

In the case of an other than small business concerns, offerors without a record of relevant past performance or for whom information is not available, shall not be evaluated favorably or unfavorably on past performance, and will be given a neutral rating.

Subcontracting plans for the past three years will be reviewed and the contracting officer's input or data available from a contractor performance system or other sources available to the Government will be evaluated. When considered in the context of the contractor's total effort in accordance with its plan, the following, although not conclusive, may be indicators of a failure to make a good faith effort: Failure to identify, contact, solicit, or consider for award the category of small business concerns listed above; a failure to designate and maintain a company official to administer the subcontracting program and monitor and enforce compliance with the plan; a failure to submit eSRS, Individual/Summary reports, SF-294, Subcontracting Report for Individual Contracts, or SF 295, Summary Subcontract Report, in accordance with the instructions or as provided in agency regulations; a failure to maintain records or otherwise demonstrate procedures adopted to comply with the plan; or the adoptions of company policies or procedures that have as their objectives the frustration of the objectives of the plan.

Small business concerns will be given the highest rating for this factor in accordance with FAR 15.305(5).

Factor 4 - Small Business Subcontracting Participation

(Subfactor (a) is significantly more important than Subfactor (b))

- **Subfactor 4(a) - Subcontracting Plans**

The subcontracting plans from large business concerns will be evaluated to determine an offeror's commitment to utilize the types of small business concerns listed below. GSA's subcontracting goals are provided for your information.

<u>Business Concern</u>	GSA GOAL
SB	35.74%
SDB	5.00%
WOSB	5.00%
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HUBZone	3.00%
SDVOB	3.00%

Offerors who do not have an overall target of at least 27% for subcontracting with small business concerns may not be competitive for this subfactor. Targeted goals for each business category stated above will be evaluated.

In accordance with FAR 15.305(5) offers from small business concerns will receive the highest rating available for this evaluation factor.

Offerors shall provide targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Industry Subsector, and a total target for SDB participation by the contractor,

- **Subfactor 4(b) - Extent of Participation of Small Disadvantaged Business Concerns**

All proposals, including those from small business concerns, will be evaluated for their commitment to subcontract with Small Disadvantaged Business Concerns. The targeted amount of the total contract value for small disadvantaged business will be evaluated against the Government's goal of at least five percent. This is a goal not a mandatory requirement. However, a goal of less than five percent may not be competitive. Dollar target and types of services, including the complexity and variety of the work to be subcontracted, will be evaluated.

SBD firms who waive the price evaluation adjustment available under FAR 19.11 shall state the dollar amount of work that it intends to perform as the prime contractor.

M.1. 52.217-5 EVALUATION OF OPTIONS (JUL 90)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (End of clause)

Prior to exercise of an option, small business concerns are required to provide a re-certification regarding their small business status. When a previously awarded small business re-represents itself as other than a small business, for contracts that were not awarded as a small business set-aside, the contracting officer will determine the estimated value of the remainder of the contract option period. If the subcontracting threshold is met, the contractor must negotiate an acceptable subcontracting plan before the option is exercised.