

**SECTIONS B-J**  
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# **GSA Leasing Support Services**

## **Section B**

### **SERVICES AND PRICES**

#### **B.1. SERVICES**

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

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

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

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

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

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

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

All decisions regarding a lease acquisition made on behalf of the Government are reserved for the Lease Contracting Officer (LCO) who in most cases serves a dual role as the LCO for the

lease and the Contracting Officer's Representative (COR) for a task order awarded under the contract for the lease acquisition. The Contractor is prohibited from performing any Inherently Governmental functions listed in FAR Part 7.5.

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

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

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

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

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

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

## B.2. FY 2015 SMALL BUSINESS GOALS

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

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

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

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

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

## **B.3. PRICES**

### **B.3.1. General**

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

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

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

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

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

worksheets included in Attachment 1, one for each Zone contractors wish to be considered for. Contractors will not be evaluated for Zones in which they do not submit pricing.

**GSA's updated lease inventory can be found at:**

<http://www.gsa.gov/portal/content/101840>

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

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

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

### **B.3.2. Minimum/Maximum Quantities**

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.1. INTRODUCTION**

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

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

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

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



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

**Note 1:** “New” Type of Lease in the table above refers to new or replacing leases. **New or replacing leases** are defined as leases with new terms and conditions and new lease contract numbers, applicable for either a new requirement or to replace an existing expiring lease.

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

On an annual basis, the Government will provide the Contractor with the most current MSA spreadsheet as assembled by the Center for Strategic Analysis.

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

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

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

## **C.2. SCOPE OF WORK OVERVIEW**

- A. Contractors shall perform all lease acquisition services for Modules 1–6, as described in C.4.2, and Strategic Partnership, as described in C.4.4, in the respective zones in which the contractors are awarded a contract.
- B. In addition to the lease acquisition services the Contractor shall provide necessary documentation and assistance to the Government on disputes, protests, claims, and appeals related to services that they are performing or have performed. In the event the Government receives a congressional inquiry, a Freedom of Information Act (FOIA) request, subpoena or other similar inquiry, demand or request for information the Contractor will cooperate with the Government as necessary.
- C. The Contractor shall attend up to two national performance review meetings a year with the National Program Manager (NPM), National Contracting Officer's Representative (NCOR), National Contracting Officer (NCO), and other Government representatives. Meetings may be held virtually or in-person. Travel costs shall be at the Contractor's expense.
- D. The Contractor shall attend up to two regional performance review meetings a year, at least one of which will be in-person in each of the regions serviced, separate from the national meetings. Travel costs shall be at the Contractor's expense.
- E. The Contractor's key personnel are required to attend initial training for the implementation of this contract. The Contractors are required to travel to the specific zone for which they received the award to attend the initial training. The location of the training in each zone will be provided after award. In addition, the Contractor is expected to attend any national follow-on training as determined by the NPM. This training may be held in-person or virtually utilizing the most current technology. If travel is required, it shall be at the Contractor's expense.

### **C.2.1. Safeguarding Sensitive Data and Information Technology Resources**

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

- 1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
- 2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- 3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- 4. COI 2102.1 Information Technology (IT) Integration Policy
- 5. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- 6. COI 2105.1C GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- 7. CIO 2106.1 GSA Social Media Policy52
- 8. CIO 2107.1 Implementation of the Online Resource Reservation Software
- 9. COI 2108.1 Software License Management
- 10. COI 2160.2B GSA Electronic Messaging and Related Services
- 11. COI 2160.4A Provisioning of Information Technology (IT) Devices
- 12. CIO 2162.1 Digital Signatures

13. CIO P 2165.2 GSA Telecommunications Policy
16. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
17. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
18. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
19. CIO IL-13-01 Mobile Devices and Applications
20. CIO IL-14-03 Information Technology (IT) Integration Policy
21. HCO 9297.1 GSA Data Release Policy
22. HCO 9297.2B GSA Information Breach Notification Policy
23. ADM P 9732.1 D Suitability and Personnel Security

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

### **C.3. DEFINITIONS AND TERMINOLOGIES**

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

#### **Aggregate Lease Value**

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

(i) the initial full service rent to be paid by the Tenant on all space leased by the Tenant, including base rent, base operating costs, base real estate taxes, and amortization of any tenant improvement allowance, Building Specific Amortized Capital (BSAC) Charges, and

(ii) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations.

The Aggregate Lease Value shall not include:

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

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

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

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

#### **NOTE:**

If a module is selected that does not require post award services, the Tenant Improvement Allowance and BSAC shall be subtracted from the Aggregate Lease Value prior to Lease Award in the calculation of the Contractor's commission.

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

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

~~The Aggregate Lease Value shall not include:~~

- ~~(i) any rental abatement provided to the Tenant pursuant to the Lease other than the Commission Credit,~~
- ~~(ii) any annual rental escalations covering operating expenses and/or real estate tax increases during the lease term,~~
- ~~(iii) any additional amounts paid by the Tenant for services over and above those furnished by Lessor as a part of the Lease, and~~
- ~~(iv) lump sum payments to buy down the rent to pay for the agencies portion of tenant improvements~~

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

## **Approval**

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

## **Best Value Commission**

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

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

## **Bullseye (Exhibit 4)**

An in-house market research report tailored for a specific GSA lease transaction. A national team is dedicated to completing market research reports for all qualifying lease transactions (leases

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

### **Bullseye Target**

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

### **Commission**

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

### **Commission Agreement**

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

### **Commission Credit**

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

### **Contract and Contractor**

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

### **Day**

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

### **Final Lease Amendment (LA) for Task Order Completion**

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

## Government Personnel

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

## gPM

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

## G-REX

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

## High Value Leases

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

## Inherently Governmental

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

- Approving documents and/or signing on behalf of the Government, e.g. Equal Employment Office clearance requests, Tenant Improvement Notice to Proceed, COR Letter for Designated Agency Representative or Field Office, any correspondence on GSA letterhead
- CATEX Checklist
- Certification of Funds, BA53 Fund Certification
- Change Orders (order or issue without governmental approval)
- Compliance with Randolph Sheppard
- Consultation with GSA Legal, see C.4.1.10
- Debriefings/Protests and Resolution/Claims/Congressional Inquiries and Responding to requests/Freedom of Information Act (FOIA) requests, see C.2
  1. Contractor will, when directed, provide input and support the GSA in drafting a response
- Determination that Costs (lease rental and/or Tenant Improvement) are Fair and Reasonable
  2. Contractor will, when directed, provide a recommendation to the GSA

- Determination that Space is Substantially Complete
- Fire Protection and Life Safety Approval
- Independent Government Estimate (IGE) development
- Lease and Lease Amendment Execution
  3. Signature on associated cover letters
- Occupancy Agreement, obtain signature
- Prospectus Submission/Approval
- Receipt and Approval of Reimbursable Work Authorizations (RWA)
- Request to GSA PMC for Utility Contract
- Scoring Analysis
- Seismic Approval
- Source Selection
  4. Source Selection Plan (SSP) Approval
  5. Serving as a voting member on a Source Selection Evaluation Board (SSEB)
- Small Business Subcontracting Plan Approval and Verification
- Approving and Redacting a Justification for Other Than Full and Open Competition (JOTFOC)
- Vacant Space Check

### **Lease Amendment (LA)**

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

### **Leasing Desk Guide (LDG)**

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

### **Limited Value Leases**

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

### **Moderate Value Lease**

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

### **Normal Regional Office Work Hours**

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

## **Request for Lease Proposal (RLP)**

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

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

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

### **(B) Standard Lease (R101C/L201C)**

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

### **(C) Streamlined Lease (R101B/L201B)**

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

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

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

### **(E) Warehouse Lease (R101WH/L201WH)**

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

## **Required Delivery Date (RDD)**

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

## **Source Selection - Best Value Trade Off Method**

When award is based on the evaluation of cost or price and other non-priced factor(s) to determine the best value to the Government. The best value concept provides the opportunity for a cost/technical tradeoff and does not require that award be made to the Offeror submitting the lowest cost or price or to the highest technically rated Offer, although the ultimate decision may be to select the lowest priced Offer or the highest technically rated Offer. The Source



Selection Authority (SSA) has the authority to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an RLP.

### **Source Selection – Lowest Priced Technically Acceptable**

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

## **C.4. REQUIREMENTS/SCOPE OF WORK DESCRIPTION**

### **C.4.1. General**

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

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

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

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

#### **C.4.1.2. Contractor Office Location and Response Times**

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

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

#### **C.4.1.3. Contractor Personnel**

Only qualified personnel who meet the training and other requirements stated in Section H shall be assigned by the Contractor to perform services under this Contract or any task order issued

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

#### **C.4.1.4. Approvals**

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

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

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

- a) Change in Module prior to Lease award;
- b) Required Delivery Date (RDD) changes beyond sixty (60) calendar days;
- c) Terminations for Convenience; or
- d) Terminations for Default (This action can only be authorized by the NCO in conjunction with Legal).

2. Other changes, such as a change in COR, change in square foot, delineated area, term, tenant improvement allowance, or a schedule change that does not impact the RDD, shall be accomplished via electronic notification from the Zonal Contracting Officer for the task order.

#### **C.4.1.6. Commission and Commission Credits**

1. Negotiation Objectives

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

If the procurement is in a major market and qualifies for a Bullseye Report, the Bullseye Target provided by GSA will replace the midpoint of the contractor provided market range as the benchmark for measurement. The Bullseye Report is a procurement-specific market report

created by pulling data from CoStar, Reis Inc.(Reis) and CBRE Econometric Advisors. The Bullseye Target will be the benchmark for measurement. Revised negotiation objectives are still required even if a Bullseye Report is provided.

## 2. Commission Credit

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

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

## 3. Commission Negotiations

The RLP/Lease package shall be issued to offerors with the Broker Commission Agreement (reference Section J, Exhibit 6). The Contractor may elect to include the commission amount in the Broker Commission Agreement prior to issuance. The commission amount is expressed as a percentage of the aggregate lease value for the initial non-cancelable term of the lease.

In addition, Contractors may choose to request the Broker Commission Agreement Cover Letter (reference Section J, Exhibit 6A) from the LCO to accompany the RLP/Lease package and Broker Commission Agreement. The purpose of the cover letter is to provide GSA support to Contractors regarding commissions. It explains that GSA's Broker contracts are designed to complement its leasing workforce and provide lease workload support services. It further explains that, consistent with local business practices, the sole payment mechanism of Broker contracts is derived from commissions received from lease transactions.

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

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

## 4. Documentation of Commission

The final negotiated Commission, including the appropriate percentage and dollar amount credited to the Government, shall be documented in the Lease or Lease Amendment in accordance with the specific format, prescribed in Section G and **Exhibit 6**, Commission

Agreement. If there are any deviations (i.e. change to payment schedule, calculation of Aggregate Lease Value) the contractor shall have the document reviewed by the Regional Program Manager prior to signature from both the offeror and contractor.

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

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

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

#### 5. Determination of Best Value Commission

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

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

The Best Value Commission will only be awarded when the Contractor meets the established criteria and the Best Value Commission review/determination occurs in G-REX (or the required system of record) prior to lease award. In the event the Broker contractor has escalated attempts to encourage timely submittal of lease acquisition related documents at least 2 weeks before lease award, the broker's ability to achieve the Best Value Commission shall not be prohibited. Such escalation efforts must be documented at both the regional and the ZCO level.

#### 6. Payment of Contractor's Commission

If the contractor is not performing Post Award Services for a Module, Tenant Improvements

should be excluded from the Aggregate Lease Value calculation used as a basis to calculate Commission and the resulting Commission Credit.

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

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

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

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

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

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

#### **C.4.1.7. Quality Standards**

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

#### **C.4.1.8. Communications, Submissions**

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

#### **C.4.1.9. Disposition of Lease File Records**

All records of the procurement are the property of the Government at all times. Once the task order is completed, all documents, including electronic records pertaining to the acquisition shall be turned over to the Government after project completion, but no later than 60 calendar days in accordance with section C.4.3.8. The documents shall be completed in accordance with the regional standards unless otherwise directed by the National Program Manager. There may be multiple regional standards in a given zone. For security reasons and procurement confidentiality, the Contractor shall not keep any Government acquisition records. If the Contractor is required to submit records to a State licensing authority or oversight entity in regard to an audit of commissions collected, the Contractor shall notify the NCO and the NCO

will coordinate with GSA Legal Counsel concerning records or documentation that are releasable. The NCO will provide copies of releasable documentation to the Contractor or a written statement that identifies the reason the requested documentation may not be released. Under no circumstances is the Contractor to release any government documents to a third party without direct GSA approval.

#### **C.4.2. DESCRIPTION OF MODULES**

The services described below may include all or a combination of the following steps: 1) assisting the tenant agency with requirements development; 2) participating in a project orientation with the COR and the tenant agency; 3) developing and maintaining a project schedule in G-REX or other systems; 4) advertising the requirement; 5) analyzing and surveying the market and preparing a market survey report; 6) if required, preparing a cost benefit analysis for the approval by the COR as described in [GSAM Part 570.402-6 Cost - benefit analysis](#); 7) developing and issuing an RLP and any RLP amendments; 8) reviewing and evaluating Offers; 9) negotiating Offers; 10) preparing the Lease documents and any Lease amendments, obtaining required signatures; and 11) performing post award services as defined herein.

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

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

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

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

## MENU OF SERVICES

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

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

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

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

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

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

### C.4.2.1. Module 1 Deluxe Acquisition Services

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

### C.4.2.2. Module 2 Programming and Acquisition Services

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

### **C.4.2.3. Module 3 Occupancy Services**

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

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

### **C.4.2.4. Module 4 Lease Acquisition**

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

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

### **C.4.2.5. Module 5 Limited Value Lease**

This task is designed for Limited Value Lease Acquisitions as described in C.1., defined in C.3 (excluding lease extensions) and GSA Emergency leases as a result of a natural or manmade disaster where the Contractor can earn a commission. It includes competitive and noncompetitive lease acquisitions. This task may encompass Requirements Development, Lease Acquisition, and Post-Award Services. The task order, when issued, will specifically identify which services are required, however note that Lease Acquisition will always be a service required.

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

### **C.4.2.6. Module 6 Lease Extensions**

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

Module 6: Lease Extensions shall be executed as follows:

1. Prior to task order award for an extension, the COR and Contractor will coordinate the term of the extension to match the scheduled occupancy date of the associated task order.
2. Upon receipt of task order award for an extension, the Contractor shall submit a Justification for Other Than Full and Open Competition (JOFOC) to the COR for approval and signature where required by GSAM 570.
3. The Contractor shall negotiate appropriately with the lessor, document the negotiations and



provide to the COR for approval all applicable documents associated with the lease extension in accordance with regulations, policies, and statutes that may apply.

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

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

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

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

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

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

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

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

#### **C.4.3.1. Requirements Development**

The Contractor shall work with the tenant agency on the Requirements Development Package for expiring leases as outlined in [Chapter 1 LDG Requirements Development](#). It is GSA's intention to leverage the Contractor's market knowledge of market conditions to advise GSA and our client agencies on delineated area recommendations and term length recommendations, thereby helping to shape tenant agency requirements to match market opportunities and conditions. The Contractor shall submit a complete requirements package as

defined in Leasing Desk Guide Chapter 1 and highlighted below to the COR for written approval prior to proceeding with the next phase of the work on the task order.

The Contractor is responsible for the following items:

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

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

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

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

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

It is GSA's intention that once a task order is issued to the Contractor to complete the Requirements Development, the project should remain a broker assigned project through lease award and post award services where such services are ordered as part of that Module.

If it is determined and documented by the requesting agency that the requirement needs to be canceled, federally managed space is identified that can meet the need, or the acquisition strategy has changed to the extent that it should be completed by the Government, the task order may be terminated for convenience by the Government.

#### **C.4.3.2. Project Orientation Meeting**

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

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

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

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

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

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

#### **C.4.3.3. Project Schedule**

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

#### **C.4.3.4. Market Survey and Report**

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

##### **1. Advertising**

The Contractor shall prepare and submit a draft advertisement to the COR for approval prior to posting on the Federal Business Opportunities (FBO) website at [fbo.gov](https://www.fbo.gov). If there is an

inadequate response to the FBO posting the COR may direct the broker to draft an advertisement in another source (i.e., local newspaper) and the COR will post this advertisement at Government expense. The Contractor shall prepare a list of buildings that respond to the advertisement. The list will identify the buildings that potentially could meet the minimum requirements. The buildings that could meet the minimum requirements will be included in the market tour.

## 2. Market Survey

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

For noncompetitive succeeding/superseding leases, the Contractor shall comply with Chapter 5 Succeeding Lease, Superseding Lease, Part 9 Market Survey, of the Leasing Desk Guide.

The Contractor will arrange for the physical market survey. Occasionally, there may be more than one market survey for a task order. All market surveys will be at the sole expense of the Contractor. The Contractor shall physically inspect each property (building and/or site) as appropriate to determine if it can meet the requirements of the RLP, and shall invite all relevant parties to attend, including the tenant agency representatives, facilities management and services representative, and a representative of the Federal Protective Service (FPS). Other potential invitees include space planners, engineers (including fire protection engineers), and architects. The COR, at his/her discretion, may require the Contractor to provide a video recording of the market tour when there are practical considerations that impact the government's ability to perform these activities (e.g. emergency, urgent/compelling, pandemic, etc.).

The Contractor shall not divulge procurement sensitive acquisition information to potential Offerors. Any information released must be released to all potential Offerors at the same time. Only the potential that the specific offeror's property could meet the requirements of the RLP may be discussed with the property owner or representative. Discussions with property owners or their representatives may not include information about other properties being surveyed or other aspects of the procurement any time prior to award.

The Contractor shall submit to the COR the following:

1. Market Survey Itinerary. COR shall approve the itinerary and Contractor recommendations prior to the Contractor proceeding to the Market Survey.
2. A completed Lease Market Survey for Existing Building for each property surveyed to be presented at the market survey
3. Market Survey Report
4. A completed Land Market Survey Form for each site surveyed.
5. A video recording of the market tour, if required, using a GSA approved platform for virtual and online meetings, which may be used to record the market tour. G-REX accepts MP3, MP4, mov, and other files up to 1GB.

Additionally, the below changes to the exhibits section of the contract are required. One existing template has been updated (Exhibit 6) and one new template is being added (Exhibit 6A) for immediate use to facilitate and underscore the Government's support of a fair market commission. The Contract Exhibits Table of Contents must also be updated.

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

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

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

~~The Contractor shall not divulge procurement sensitive acquisition information to potential Offerors. Any information released must be released to all potential Offerors at the same time. Only the potential that the specific offeror's property could meet the requirements of the RLP may be discussed with the property owner or representative. Discussions with property owners or their representatives may not include information about other properties being surveyed or other aspects of the procurement any time prior to award.~~

~~The Contractor shall submit to the COR the following:~~

- ~~1. Market Survey Itinerary. COR shall approve the itinerary and Contractor recommendations prior to the Contractor proceeding to the Market Survey.~~
- ~~2. A completed [Lease Market Survey for Existing Building](#) for each property surveyed to be presented at the market survey~~
- ~~3. Market Survey Report~~
- ~~4. A completed [Land Market Survey Form](#) for each site surveyed.~~

#### **C.4.3.5. Develop and Issue RLP and Amendments**

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

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

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

Contractor shall maintain a record of parties who receive a copy of the RLP.

#### **C.4.3.6. Pre-Negotiation/ Negotiation Process**

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

##### **C.4.3.6.1. Pre-Negotiation**

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

2. The Contractor shall review all offers for compliance with the terms and conditions of the RLP, as amended. The Contractor must review the offered floor plans verifying that the space offered is the same as that shown during the market survey, as well as confirmation of the ABOA square footage. The Contractor shall prepare letters for COR signature for each Offeror outlining the clarifications, weaknesses, significant weaknesses and/or deficiencies in the Offers, including but not limited to past performance concerns in the submitted offer. Failure of the offeror to submit a signed commission agreement will be handled in accordance with [RSL 2006-09 Commission Management](#). Commissions are to be considered a cost element during negotiations.

##### **C.4.3.6.2. Negotiate Offers**

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

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

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

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

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

##### **C.4.3.7. Award Determination**

The Contractor shall comply with Chapter 2, Part 5 Award Determination of the Leasing Desk

Guide and further defined in the sections below.

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

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

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

- a. a list of any clarifications that may be necessary for each offeror;
- b. a copy of each FPR with any required subcontracting plans;
- c. a revised abstract of offers with FPR data and a revised PVA for each offer;
- d. a PNM in accordance with Regulations and policies; and
- e. if the acquisition was conducted using best value tradeoff source selection procedures, prepare and submit a draft Source Selection Evaluation report and the Source Selection Authority Decision documents.

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

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

#### **C.4.3.7.2. Assemble Lease Contract Documents**

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

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

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

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

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

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

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

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

Post Award Services include the following:

##### **1. Post Lease Award Orientation Meeting**

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

##### **2. Design Intent Drawings and Construction Drawings Review**

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

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

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

##### **3. Lessor's Tenant Improvement (TI) Pricing**

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

If the price proposals exceed the Tenant Agency's TI allowance, the Contractor shall notify the COR. If the Lessor does not submit two independent and competitive bids from qualified contractors or there is a reason to question the reasonableness of the Lessor's proposal, the



Contractor shall request that the COR obtain an Independent Government Estimate (IGE). The Contractor shall request this directly from the designated Design and Construction representative (Estimator, Construction Manager, etc.). If the Design and Construction representative is a Government contractor, the COR shall obtain the IGE.

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

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

#### 4. Construction Schedule and Initial Construction Meeting

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

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

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

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

The Contractor shall inform the COR of their plans to inspect the construction or alterations work in an effort to monitor the project's progress and that it is on schedule and being constructed in accordance with the specification and standards in the RLP. For projects 10,000 ABOA SF and above, the Contractor shall perform one on-site progress inspection, but may elect to perform a

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

#### 6. Subsequent Construction Progress Meetings

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

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

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

#### 8. Coordination of Tenant Occupancy Services

The Contractor shall review the schedule dates for occupancy services, for instance, physical relocation of the tenant agency's personal property, installation of telecommunication service, installation of computer cabling, furniture delivery, or other similar services with the tenant agency, GSA, and the Lessor during the construction period. The Contractor will not perform these services, but monitor planned delivery dates for the services and/or installations are scheduled for performance at the appropriate times for occupancy and that parties are notified of changes that may impact schedule dates. The Contractor shall notify the COR of any problems that may delay occupancy or affect these planned dates. The COR will coordinate with the Tenant Agency concerning any delays that will impact the occupancy date.

#### 9. Pre-Occupancy Submissions

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

#### 10. Change Order Management and Tenant Improvement Overage

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

the Lease file the principal elements of the negotiated agreement, as well as providing required elements outlined in FAR 15.406-3. The Contractor shall recommend to the COR if the pricing is fair and reasonable.

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

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

#### 11. Acceptance Inspection

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

#### 12. Post Occupancy Deliverables

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

#### 13. Rent and Lease Commencement Lease Amendment (LA)

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

#### 14. Lease Files

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

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

#### **C.4.4. STRATEGIC PARTNERSHIP**

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

##### **C.4.4.1. Strategic Planning**

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

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

- NCR - Washington D.C.;
- Region 1: Boston, MA (Cambridge, downtown, suburban); Hartford, CT; Fairfield County, CT; New Haven, CT
- Region 2: New York, NY
- Region 3: Philadelphia, PA; Pittsburgh, PA; Harrisburg, PA; Allentown, PA; Baltimore, MD; Hampton Roads/Norfolk, VA; Richmond, VA; Annapolis, MD;
- Region 4: Atlanta, GA; FL: Broward County, Fort Lauderdale, Fort Myers, Jacksonville, Miami, Orlando, Palm Beach, Sarasota, Tampa Bay; Charlotte, NC; Greensboro, NC; Raleigh, NC; Townsville, NC;
- Region 5: Chicago, IL; Indianapolis, IN; Cleveland, OH; Detroit, MI; Grand Rapids, MI; Lansing, MI; Omaha, NE; Akron, OH; Cincinnati, OH; Cleveland, OH; Columbus, OH; Toledo, OH; Milwaukee, WI;
- Region 6: Kansas City, MO; St Louis, MO;
- Region 7: Austin, TX; Fort Worth, TX; Dallas, TX; El Paso, TX; Albuquerque, NM; Oklahoma City, OK; Tulsa, OK
- Region 8: Denver, CO; Salt Lake City, UT
- Region 9: Phoenix, AZ; Tucson, AZ; CA: Bakersfield, Central Valley, Contra Costa County, Island Empire, Los Angeles, Oakland, Orange County, Riverside, Sacramento, San Diego, San Francisco, San Gabriel Valley, San Jose, Silicon Valley/San Jose; Reno, NV; Las Vegas, NV
- Region 10: Seattle, WA; Portland, OR

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

##### **C.4.4.2. Market Data**

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

1. Summary market information, such as:

- (a) Number of buildings and total square footage by type of space and buildings available for a tenant agency's intended use.
- (b) Specific class vacancy rate.
- (c) Typical market concessions, tenant work letters, tenant services and building common area factors, where applicable.
- (d) Estimated per rentable square foot costs for operating expenses and property taxes.
- (e) Asking rental rate per rentable SF and per ANSI BOMA Office area SF.

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

- (a) Base rent (e.g., recovery of investment on ownership costs of land, building, financing plus profit).
- (b) Space build-out cost amortized over lease term.
- (c) Lessor provided TI as part of base rent for the market.
- (d) Operating costs.
- (e) Other costs not included in lease.

3. If it is not possible to provide comparable data on at least three buildings, the Contractor shall provide a written explanation of the market conditions preventing the collection of the required data. Some variation to the above data may be requested by the NPM as the specific need dictates. There is no guarantee of a task order for performing this service.

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

- 1. As directed by the COR, the Contractor shall provide all necessary services to address any issues related to disputes, protests, claims, appeals, congressional inquiries, subpoenas, and FOIAs for any tasks they have performed. The Government will not reimburse the Contractor for these services.
- 2. The Contractor shall not contact GSA Legal Counsel directly to discuss the above issues. All coordination with GSA Legal Counsel will be handled by the COR or ZCO. The Contractor shall respond to requests for information from GSA either verbally or in writing as requested and within the timeframe requested.

### **C.5.1. Disputes/Protests**

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

- 1. As directed by the COR, prepare and submit documents required to adequately address the issues raised in the protest. Documentation may include, but is not

limited to, Contracting Officer's Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance.

2. Assemble a protest file in accordance with FAR 33.1.
3. Participate as fact witness in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease acquisition as may be required by the Government.

### **C.5.2. Claims/Appeals**

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

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

### **C.5.3. FOIA/Congressional/Other Inquiries**

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

### **C.6. REPORTS**

1. The Contractor shall provide monthly project status reports to regional program officials. The NCO will determine the format and content after award which will be consistent for all regions.
2. The Contractor shall provide monthly and bi-annual status reports to the National Program Officials. The NCO will determine the format and content after award.
3. Identify any services provided for disputes, protests, FOIA, subpoenas, Congressional or other inquiries, and requests for market data. Identify the Region requesting the information and if the information or service is related to a task order or lease include the task order number and lease number.
4. Other necessary reports or deliverables for management of this contract, such as, HSPD-12, FISMA, and Security, included in the solicitation not identified in this section, will be identified by the National Contracting Officer with appropriate format and frequency after award.

### **C.7. QUALITY CONTROL REQUIREMENTS**

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

### **C.8. QUALITY ASSURANCE BY THE GOVERNMENT**

The National Contracting Officer will evaluate the Contractor's performance on an annual basis

by inputting data into Contractor Performance Assessment Reporting System (CPARS). The following areas will be assessed: Document Quality, Personnel Technical Quality, Cost Control, Timeliness, Business Relations, and Small Business Subcontracting

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

**Module 1 - Deluxe Acquisition Services**

Milestone A: Requirements Development

Milestone B: Lease Acquisition

Milestone C: Post Award Services

**Module 2 - Programming and Acquisition Services**

Milestone A: Requirements Development

Milestone B: Lease Acquisition

**Module 3 - Occupancy Services**

Milestone A: Lease Acquisition

Milestone B: Post Award Services

**Module 4 - Lease Acquisition**

Milestone A: Lease Acquisition

**Module 5 - Limited Value Leases**

Milestone A: Requirements Development, if applicable

Milestone B: Lease Award

Milestone C: Post Award Services, if applicable

**Module 6 – Lease Extensions**

Final Evaluation

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

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

## **C.9. MINIMUM CONTRACT QUALITY STANDARDS**

The Government will evaluate the Contractor's performance as Unsatisfactory, Marginal, Satisfactory, Very Good, or Exceptional in the contract's minimum performance standards for each of the following performance criteria. The minimum performance standard for each criterion below corresponds with a Satisfactory rating. The attached Task Order Level and Program Level Evaluation Matrixes are provided as a reference. The Government may make updates to these matrixes at any time and will provide the Contractor with them at that time.

### **Quality (Document Quality)**

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

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

### **Schedule (Timeliness)**

This criterion considers the Contractor's ability to perform services and deliver documents in accordance with established timeframes.

Minimum performance standard: The Contractor generally provides deliverables, including lease file documents and administrative submissions, in accordance with the established timeframes, and the project schedule is updated. While there may be some occasional delays on the Contractor's part, the major milestones are delivered on time. The Contractor provides status and schedule updates, to include delays. The Contractor responds to communication from regional and national program officials in accordance with response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted not later than the stated due date.

### **Cost Control**

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

Minimum performance standard: Negotiation Objectives shall be based on market comparables and address necessary cost elements, included in the asking rates. Lease negotiations shall result in a rental rate within the stated Negotiation Objective range for the market. The Contractor communicates market changes as the procurement progresses. Negotiated lease rates must be substantiated by supporting documentation. The Contractor negotiates TI change order prices upon COR's direction. The Contractor achieves a market rate commission.

### **Management (Management of Key Personnel / Personnel Technical Quality)**

This criterion considers the Contractor's demonstration of knowledge, pertaining to contract terms, laws, statutes, regulations, Executive Orders, leasing process, policies, and local markets.



It also considers the Contractor's ability to maximize competition when possible and to provide valuable business guidance and solutions to the Government.

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

### **Compliance with Subcontracting Plans (National Performance Criteria)**

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

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

### **Business Relations**

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

Minimum performance standard: The Contractor complies with GSA Standards of Conduct, identified in Section H, and maintains a professional demeanor. The Contractor's interactions are generally positive and constructive. The Contractor assists in strategic planning when requested.

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

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

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

**GSA Leasing Support Services**  
**Section D**  
**PACKAGING AND MARKING**

**D.1. PAYMENT OF POSTAGE AND FEES**

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

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

**D.2. MARKING**

1. All correspondence, including emails, shall include the Contract Number and Task Order Number, and REXUS Project number if relevant.
2. All documents prepared by the Contractor for signature by a GSA official must be prepared on GSA letterhead.
3. In accordance with FAR 37.114(c) all documents prepared by the Contractor must be marked to indicate the Contractor prepared them.

**D.3. SOFTWARE REQUIREMENTS**

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

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

All email correspondence relating to performance of this contract must be transmitted using GSA.gov mail accounts. Building drawing files may NOT be transmitted to external accounts via email unless encrypted in accordance with GSA procedures. General procedures for handling Sensitive but Unclassified Information and GSA encryption procedures are contained in GSA policy and guidance contained in **Exhibit 2** and falls under GSA's Controlled Unclassified Information Program as referenced in Section H.6. Additional information will be provided after award.

**GSA Leasing Support Services  
Section E  
INSPECTION AND ACCEPTANCE**

**E.1. GENERAL**

1. Contractors are responsible for their own quality control including the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements.
2. Services must be in compliance with contract requirements including applicable laws and regulations and submissions must be complete, accurate, and professionally prepared prior to acceptance by the Government.
3. The COR designated for a task order will perform inspection and acceptance of services for the Government for Task Order deliverables on the individual project assigned to that COR. The COR for the IDIQ contract (NCOR) will perform inspection and acceptance of services and deliverables at the national level. This includes any reports the Contractor is required to submit and market data or strategic planning information submitted by the Contractor. Regional Program Managers will also perform inspection and acceptance of services at the regional program level as required by an individual task order.

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

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

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

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

**GSA Leasing Support Services**  
**Section F**  
**DELIVERY AND PERFORMANCE**

**F.1. PLACE OF PERFORMANCE**

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

**F.2. TERM OF CONTRACT**

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

**F.3. ORDERING PROCEDURES**

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

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

(1) For task orders or a group of task orders estimated to yield a net commission to the contractor of the Micro-Purchase Threshold (MPT) or less, the selection of a contractor within the zone will be at the discretion of the Zonal Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall submit corporate and individual conflict of interest and nondisclosure statements, **Exhibits 5A and B** to the Zonal Contracting Officer/Zonal Contracting Officer not later than five working days after receipt of a task order for Contractor or subcontract personnel who will perform services in connection with the task order. If multiple personnel will be involved in performing services in connection with the task order, the services to be performed by each person shall be identified as well as the person who

has overall responsibility for the task order. If additional personnel are assigned to the task order at a later date, a nondisclosure/conflict of interest statement shall be provided to the Zonal Contracting Officer (ZCO) prior to their starting work on the task order.

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

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

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

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

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

(10) The GSA Office of Acquisition Policy (MV) is the GSA 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 jurisdiction on any matters pertaining to IDIQ contracts awarded by GSA. The Ombudsman can be reached at the address and phone number below:

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

#### **F.4. PERFORMANCE CRITERIA**

Performance criteria are stated in Section C.

**GSA Leasing Support Services  
Section G  
CONTRACT ADMINISTRATION DATA**

**G.1. ROLES AND RESPONSIBILITIES**

**G.1.1. National Contracting Officer (NCO)**

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

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

**G.1.2. National Program Manager (NPM)**

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

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

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

**G.1.4. Regional Program Manager (RPM)**

Each of the eleven GSA PBS Regional Offices will designate a Regional Program Manager (RPM) who will be responsible for coordinating regional contract issues and work requirements



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

### **G.1.5. Zonal Contracting Officer (ZCO)**

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

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

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

### **G.1.6. Contracting Officer Representative (COR)**

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

### **G.1.7. Tenant Agency**

The tenant agency is the Federal client for whom leased space is being acquired. The tenant agency will assign a representative responsible for coordinating the project with GSA. The Contractor should coordinate with the tenant agency representative only to the extent directed by the COR. Any issues that may affect schedule, cost, or scope must be directed to and carefully coordinated with the COR. A tenant agency has no authority to direct Contractor

performance, to change requirements provided to the Contractor by GSA, or to change the schedule or any other thing that might impact services ordered on a task order. The tenant agency shall direct requests for changes to the COR who, if appropriate, will submit a request for a modification of the task order to the Zonal Contracting Officer or Zonal Contracting Officer. If the tenant agency directly notifies the Contractor of a change in the requirements, the Contractor shall notify the COR who will coordinate the requested changes with the tenant agency.

## **G.2. FINANCE DATA – COMMISSIONS AND COMMISSION**

### **CREDITS G.2.1 Commissions**

1. The Offeror on the lease contract must include the amount of commission or fee paid to his agent(s), broker(s), property manager, developer, employee, or any other representative representing the owner in line 31, column (a) of GSA Form 1217 and the amount of commission offered to GSA's broker contractor in column (b) of the same form.
2. When offers in response to an RLP are evaluated as to aspects of reasonableness, the amount on line 31(b) of GSA Form 1217 (stipulating the amount to be paid to the broker) is to be evaluated just as any other annual cost on GSA Form 1217. If the amount is unreasonably low or unreasonably high, it is to be documented in the price negotiation memorandum along with all other points negotiated.
3. The Contractor will evaluate and negotiate the elements for each deal under the review and approval of the COR.
4. The Contractor shall document in the Lease:
  - a. the total dollar value of the Commission,
  - b. the commission percentage or dollar per square foot (whichever applies), and
  - c. the total dollar value of the Commission Credit to be applied to shell rent at lease award. (Reference **Exhibit 6** Contractor Commission Agreement Template)
5. If the basis upon which the Commission is calculated changes between lease award and execution of the Final Lease Amendment, the Contractor shall adjust the Commission and the Commission Credit accordingly and document such adjustment in the Final Lease Amendment as defined by the contract.
6. The Contractor shall receive the portion of the Commission allocated in accordance with the awarded task order when applicable. Prior to lease award, the COR will determine whether the broker has earned the Best Value Commission or Standard Commission. The Best Value Commission will only be earned where the financial terms of the successful lease offer, including the Best Value Commission and corresponding Commission Credit, is less than the net present value cost of the estimated market lease (established through either Bullseye Report or the market midpoint as established by the COR) and the Contractor receives a Level 4 (Very Good) or better performance rating in all rating criteria for the previous rating period. If the Contractor does not meet the established criteria to earn the Best Value Commission after assessment, the Contractor shall receive the Standard Commission.
7. The Commission negotiated for a lease acquisition by the Contractor shall be based on a lease term not to exceed the firm term of the lease. Commissions will not be negotiated or collected on option periods of lease terms beyond the firm term.
8. If the Contractor collects a Commission from a lessor or other party and does not complete all services required by the Contract for satisfactory performance of the task order, the task order and/or contract may be terminated for default and the Contractor may be liable for a reduction in the Commission amount in whole or in part and any other damages to the Government.

### **G.2.2. Application of Commission Credits to the Lease**

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

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

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

### **G.2.4. Submission of Subcontracting Reports**

1. For Offerors that are submitting a proposal in response to this solicitation (other than small business concerns) the subcontracting plan and goals for award to Small Business (SB) concerns will become a part of the contract.
2. The required subcontracting plan must be submitted and approved prior to award of a contract.
3. All targets for SB participation, expressed as dollars and percentages of total contract value, in each authorized NAICS Industry Subsector, and a total target for SB participation by the Contractor. As a reminder any substitutions of other than listed SB participation targets requires notification to the contracting officer.
4. Contractors shall utilize the Electronic SubContractor Reporting System (eSRS)
5. In accordance with FAR clause 52-219-9, (d)(10) Small Business Subcontracting Plan, reports must be submitted by the dates specified at end of each reporting period in the eSRS system.
6. FAR Clause 52.219-9 requires that all Contractors (Other than Small) shall submit reports at the end of each contract performance period. SB participation by the Contractor, including joint venture partners, and team members, and a total target for SB participation by subcontractors targets shall be incorporated into, and become part of, any resulting contract.

**GSA Leasing Support Services  
Section H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1. QUALIFICATION REQUIREMENTS FOR CONTRACTOR'S FIRM**

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

**H.2. LOCATION OF CONTRACTOR'S OFFICERS**

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

**H.3. PERSONNEL**

**H.3.1. Availability**

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

**H.3.2. Identification**

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

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

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

### **H.3.4. Security Language for IT Acquisition Efforts**

#### **H.3.4.1. Required Policies and Regulations for GSA Contracts**

A. 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) with the exception of those contractors who have transitioned to VDI.

1. GSA Information Technology (IT) Security Policy, CIO P 2100.1.
2. GSA Order CIO P 2181.1 "GSA HSPD-12 Personal Identity Verification and Credentialing Handbook", dated October 20, 2008.
3. GSA Order CIO 2104.1, "GSA Information Technology (IT) General Rules of Behavior", dated July 3, 2003.
4. GSA Order CPO 1878.1, "GSA Privacy Act Program", dated September 2, 2014.
5. GSA IT Security Procedural Guide 04-26, "FISMA Implementation".
6. GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing".
7. GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk."
8. GSA IT Security Procedural Guide 08-39, "FY 15 IT Security Program Management Implementation Plan."
9. GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M)."
10. GSA-IT Security-09-48, Revision 3, "Security Language for IT Acquisition Efforts"

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.

11. Federal Information Security Management Act (FISMA) of 2002.
12. Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996."
13. Privacy Act of 1974 (5 U.S.C. § 552a).
14. Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
15. 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.
16. OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
17. FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
18. FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
19. FIPS PUB 140-2, "Security Requirements for Cryptographic Modules."

20. NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems."
21. NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
22. NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
23. NIST SP 800-37, Revision 1, "Guide for the Security Certification and Accreditation of Federal Information Systems."
24. NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
25. NIST Special Publication 800-53 Revision 4, "Recommended Security Controls for Federal Information Systems."
26. NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."

B. Work being done through GSA email: Documented in the GSA IT Security Policy CIO 2100.J CHGE 1, chapter 5, Policy on Technical Controls, section I, Account Management: Data Owners/System Owners, with assistance from the designated ISSO, ensure system access is restricted to authorized users that have completed required background investigations, are familiar with internal security practices, and have completed requisite security and privacy awareness training programs, such as the annual Information Security & Privacy Act training curriculum. System access authorizations must enforce job function alignment, separation of duties, and be based on the principle of need-to-know. Contractors with system access must utilize a gsa.gov e-mail account to conduct business with GSA.

(1) Protect digital media during transport outside of controlled areas using a certified FIPS 140-2 encryption module; non-digital media shall follow GSA personnel security procedures.

(2) Sending e-mail messages including sensitive information, such as PII, as deemed by the Data Owner, without GSA provided encryption. Certified encryption modules must be used IAW FIPS PUB 140-2, Security requirements for Cryptographic Modules.

(3) If PII needs to be e-mailed outside the GSA network encryption is required. Instructions can be found on the privacy web page in the section "Documents for Download." Your e-mail will be blocked if Social Security Numbers are sent unencrypted.

(4) All sensitive information, such as PII, as deemed by the Data Owner, which is transmitted outside the GSA firewall, must be encrypted. Certified encryption modules must be used IAW FIPS PUB 140-2, Security requirements for Cryptographic Modules. Your e-mail will be blocked if Social Security Numbers are sent unencrypted.

C. Contractors committed to using VDI must utilize VDI for all performance/task order initiation under this contract including the use of VDI file servers, Google Drive, GREX or GSA's replacement electronic storage system, and GSA Google Email. Unless specific exceptions have been granted in writing by the NCO/NCOR, contractors are

not permitted to store files on private servers. The use of private servers for Government work will be handled in accordance with the performance standards as set forth in the contract. Contractors who have committed to using VDI are considered to be in full compliance with all of IT Security requirements as stated in H.3.4.1. through H.3.4.5, however still must meet the following requirements found in the contract for purposes of training, clearance process, rules of behavior, etc. All other contract requirements apply found elsewhere still apply:

1. [GSA Order CIO 2104.1A, GSA Information Technology \(IT\) General Rules of Behavior.](#)
2. [21001.1](#): g. Rules of the system.(1) Authorized users must be provided written Rules of Behavior IAW GSA Order CIO 2104.1 before being allowed access into any GSA, non-public information system. (2) The user must acknowledge receipt of these rules through a positive action.
3. Users will be subject to complete appropriate background investigations prior to access being granted to VDI and GSA mail.: H. 3.4.4 paragraph 15
4. H. 3.4.5 paragraph 4
5. H. 3.4.5 paragraph 5
6. GSA Information Technology (IT) Security Policy, CIO P 2100.1.
7. GSA Order CIO P 2181.1 “GSA HSPD-12 Personal Identity Verification and Credentialing Handbook”, dated October 20, 2008.
8. GSA Order CIO 2104.1, “GSA Information Technology (IT) General Rules of Behavior”, dated July 3, 2003.
9. GSA Order CPO 1878.1, “GSA Privacy Act Program”, dated September 2, 2014.
10. Homeland Security Presidential Directive (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors”, August 27, 2004.
11. OMB Memorandum M-04-04, “E-Authentication Guidance for Federal Agencies.”
12. Users will need to be specified to be on-boarded to the VDI solution and if they are removed from the process prompt notification will be required to get their accounts disabled. It is the responsibility of the contractor zonal project manager to ensure that all personnel complete all required training to maintain access and login to prevent user account disabling.
13. In the event a contractor chose to opt-out of VDI, contractors must provide a minimum of 6 months’ notice to the Government in writing to complete the FISMA A&A process.
14. It is against GSA policy to forward GSA emails to a non-GSA email address. If found, the user will be disabled; additional guidance can be found in CIO P2100.

### **H.3.4.2. GSA Security Compliance Requirements**

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

To comply with the federal standard, GSA must determine the security category of the

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

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

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

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

The implementation of a new Federal Government IT system requires a formal approval process known as Assessment and Authorization (A&A). NIST Special Publication 800-37, Revision 1 (hereafter described as NIST 800-37) and GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk”, give guidelines for performing the A&A process. The Contractor system/application must have a valid assessment and authorization, know as an Authority to Operate (ATO) (signed off by the Federal government) before going into operation and processing GSA information. The failure to obtain and maintain a valid ATO will be grounds for termination of the contract. The system must have a new A&A conducted (and signed off on by the Federal government) at least every three (3) years or at the discretion of the Authorizing Official when there is a significant change to the system’s security posture. All NIST 800-53 controls must be tested/assessed every 3 years or as defined by GSA policy.

### **Assessing the System**

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



- Plan of Actions & Milestones completed in agreement with GSA IT Security Procedural Guide 09-44, “Plan of Action and Milestones (POA&M).”
- Penetration Test Reports documenting the results of vulnerability analysis and exploitability of identified vulnerabilities. Note: The penetration testing requirement applies to all systems categorized by GSA as FIPS 199 Low (Internet Accessible Systems), Moderate, and High impact information systems. Reference GSA IT Security Procedural Guide 06-30: “Managing Enterprise Risk”, and 11-51, *Conducting Penetration Test Exercises* for penetration testing guidance;

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

2. Information systems must be assessed and authorized every three (3) years or whenever there is a significant change to the system’s security posture in accordance with NIST Special Publication 800-37 Revision 1, “Guide for the Security Certification and Accreditation of Federal Information Systems”, and CIO IT Security 06-30, “Managing Enterprise Risk .”
3. At the Moderate impact level and higher, the contractor or Government (as determined in the contract) will be responsible for providing an independent Security Assessment/Risk Assessment in accordance with GSA IT Security Procedural Guide 0630, “Managing Enterprise Risk.”
4. If the Government is responsible for providing a Security Assessment/Risk Assessment and Penetration Test, the Contractor shall allow GSA employees (or GSA designated third party contractors) to conduct Assessment and Authorization (A&A) activities to include control reviews in accordance with NIST 800-53/NIST 800-53A and GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk”. Review activities include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of GSA information. This includes the general support system infrastructure.
5. Identified gaps between required 800-53 controls and the contractor’s implementation as documented in the Security Assessment/Risk Assessment report shall be tracked for mitigation in a Plan of Action and Milestones (POA&M) document completed in accordance with GSA IT Security Procedural Guide 09-44, “Plan of Action and Milestones (POA&M).” Depending on the severity of the gaps, the Government may require them to be remediated before an Authorization to Operate is issued.
6. The Contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

## **Authorization of the System**

1. Upon receipt of the documentation (Security Assessment Package, (SAP)) described in GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk" and NIST Special Publication 800-37 as documented above, the GSA Authorizing Official (AO) for the system (in coordination with the GSA Chief Information Security Officer (CISO), system Program Manager (PM), Information System Security Manager (ISSM), and Information System Security Officer (ISSO)) will render an authorization decision to:
  - Authorize system operation w/out any restrictions or limitations on 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.

### **H.3.4.4. Reporting and Continuous Monitoring**

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

#### **Deliverables to be provided to the GSA COR/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 COR/ISSO/ISSM Annually**

1. Updated A&A documentation including the System Security Plan and Contingency Plan
  - i. System Security Plan  
Reference: NIST 800-53 control PL-2  
Contractor shall review and update the System Security Plan annually to ensure the plan is current and accurately described implemented system controls and reflects changes to the contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, Guide for Developing Security Plans.
  - ii. Contingency Plan  
Reference: NIST 800-53 control CP-2  
Contractor shall provide an annual update to the contingency plan completed in accordance with NIST 800-34, Contingency Planning Guide.
2. User Certification/Authorization Review Documents  
Reference: NIST 800-53 control AC-2  
Contractor shall provide the results of the annual review and validation of system users' accounts to ensure the continued need for system access. The user certification and authorization documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures.
3. Separation of Duties Matrix  
Reference: NIST 800-53 control AC-5  
Contractor shall develop and furnish a separation of duties matrix reflecting proper segregation of duties for IT system maintenance, management, and development processes. The separation of duties matrix will be updated or reviewed on an annual basis.
4. Information Security Awareness and Training Records  
Reference: NIST 800-53 control AT-4  
Contractor shall provide the results of security awareness (AT-2) and role-based information security technical training (AT-3). AT-2 requires basic security awareness training for employees and contractors that support the operation of the contractor system. AT-3 requires information security technical training to information system security roles. Training shall be consistent with the requirements contained in C.F.R. Part 5 Subpart C (5 C.F.R 930.301) and conducted at least annually.
5. Annual FISMA Assessment  
Reference: NIST 800-53 control CA-2  
Contractor shall deliver the results of the annual FISMA assessment conducted per GSA CIO IT Security Procedural Guide 04-26, "FISMA Implementation". The assessment is completed using the GSA on-line assessment tool.
6. System(s) Baseline Configuration Standard Document  
Reference: NIST 800-53 control CM-2  
Contractor shall provide a well defined documented, and up-to-date specification to which the information system is built.

7. System Configuration Settings  
Reference: NIST 800-53 control CM-6  
Contractor shall establish and document mandatory configuration settings for information technology products employed within the information system that reflects the most restrictive mode consistent with operational requirements. Configuration settings are the configurable security-related parameters of information technology products that compose the information system. Systems should be configured in agreement with GSA technical guidelines, NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official. System configuration settings will be updated or reviewed on an annual basis.
8. Configuration Management Plan Reference: NIST 800-53 control CM-9 Contractor shall provide an annual update to the Configuration Management Plan for the information
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. Interconnection 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 COR/ISSO/ISSM Biennially**

#### 1. Policies and Procedures

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

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

#### **H.3.4.5. Additional Stipulations (as applicable)**

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

Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards:

- i. The Contractor shall not publish or disclose in any manner, without the Task Ordering Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this Task Order or otherwise provided by the Government. *Exception - Disclosure to a Consumer Agency for purposes of A&A verification. <List any other exceptions as necessary>*
- ii. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor shall afford the Government logical and physical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:
  - 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.

6. In the event a contractor request to use a cloud information system to meet FISMA requirements, the following requirements apply:

The preparation of the deliverables in this contract will be completed at a Controlled Unclassified Information (CUI) level. The contractor shall implement the controls contained within the FedRAMP Cloud Computing Security Requirements Baseline and FedRAMP Continuous Monitoring Requirements for -moderate -impact systems (as defined in FIPS PUB 199). These documents define requirements for compliance to meet minimum Federal information security and privacy requirements for -moderate, impact systems. The FedRAMP baseline controls are based on NIST Special Publication 800-53, Revision 4, "Security and Privacy Controls for Federal Information Systems and

Organizations” (as amended), and also includes a set of additional controls for use within systems providing cloud services to the federal government. The contractor shall generally, substantially, and in good faith follow FedRAMP guidelines and Security guidance. In situations where there are no procedural guides, the contractor shall use generally accepted industry best practices for IT security.

#### Assessment and Authorization

GSA may choose to cancel the contract and terminate any outstanding orders if the contractor has its FedRAMP authorization (JAB Provisional or Agency) revoked and the deficiencies are greater than agency risk tolerance thresholds.

#### Assessment of the System

1. The contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System’s NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <https://www.fedramp.gov/>:
  - Privacy Impact Assessment (PIA)
  - FedRAMP Test Procedures and Results
  - Security Assessment Report (SAR)
  - System Security Plan (SSP)
  - IT System Contingency Plan (CP)
  - IT System Contingency Plan (CP) Test Results
  - Plan of Action and Milestones (POA&M)
  - Continuous Monitoring Plan (CMP)
  - FedRAMP Control Tailoring Workbook
  - Control Implementation Summary Table
  - Results of Penetration Testing
  - Software Code Review
  - Interconnection Agreements/Service Level Agreements/Memorandum of Agreements
2. Information systems must be assessed by an accredited FedRAMP Third Party Assessment Organization (3PAO) whenever there is a significant change to the system’s security posture in accordance with the FedRAMP Continuous Monitoring Plan.
3. The Government reserves the right to perform Security Assessment and Penetration Testing (of its instance). If the Government exercises this right, the contractor shall allow Government employees (or designated third parties) to conduct Security Assessment and Penetration Testing activities to include control reviews in accordance with FedRAMP requirements. Penetration shall be supported by mutually agreed upon Rules of Engagement (RoE). Review activities include but are not limited to manual penetration testing; automated scanning of operating systems, web applications; wireless scanning; network device scanning to include routers,



switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

4. 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. The Government reserves the right to conduct on-site inspections. The contractor shall make appropriate personnel available for interviews and provide all necessary documentation during this review.
5. Physical Access Considerations – If the Cloud Service Provider is operated within an IaaS that is FedRAMP authorized (e.g., AWS); physical access to the physical datacenter environment will be governed by the terms of access allowed by the underlying infrastructure provider as defined in the FedRAMP A&A authorization package.
6. Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the contractor's implementation as documented in the Security Assessment Report shall be tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a GSA authorization is issued.
7. The contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

#### Authorization of the System

1. If the CSP SaaS or PaaS is FedRAMP authorized (i.e., listed as FedRAMP authorized on the FedRAMP website - <http://www.fedramp.gov/marketplace/compliant-systems/>); GSA will leverage the CSPs FedRAMP Assessment and Authorization package to document and assess the customer controls for which GSA has responsibility and issue a GSA ATO for the agency's instance of the CSPs SaaS offering. The CSP shall work with the GSA to facilitate documentation and assessment of required customer controls, as necessary.
2. If the Cloud Service Provider (CSP) Software as a Service (SaaS) or Platform as a Service (PaaS) offering is NOT already FedRAMP authorized, it shall:
  - a. Operate on an Infrastructure as a Service (IaaS) CSP environment that is FedRAMP authorized; AND
  - b. Be listed as FedRAMP In Process on the FedRAMP Website - <http://www.fedramp.gov/marketplace/in-process-systems/>, OR be listed as FedRAMP Ready on the FedRAMP website - <http://www.fedramp.gov/marketplace/fedramp-ready-systems/>
3. CSP shall ensure these essential security controls are implemented. CSP shall implement FedRAMP parameters control parameters and implementation guidance, as applicable. Further, the CSP shall make the proposed system and security architecture of the information system available to the Security Engineering Division,

in the Office of the Chief Information Security Officer for review and approval before commencement of system build (architecture, infrastructure, and code (as applicable)) and/or the start as A&A activities.

Control ID	Control Title	FedRAMP Baseline
AC-2	Account Management	L, M, H
AU-2	Audit Events	L, M, H
CM-6	Configuration Settings	L, M, H
CP-7	Alternative Processing Site	M, H
CP-8	Telecom Services	M, H
IA-2 (1)	Identification and Authentication (Organizational Users)   Network Access to Privileged Accounts	L, M, H
IA-2 (2)	Identification and Authentication (Organizational Users)   Network Access to Non-Privileged Accounts	M, H
IA-2 (12)	Identification and Authentication (Organizational Users)   Acceptance of PIV Credentials	L, M, H
IA-7	Cryptographic Module Authentication	L, M, H
MP-4	Media Storage	M, H
MP-5	Media Transport	M, H
PL-8	Information Security Architecture	M, H
RA-5	Vulnerability Scanning	L, M, H
SC-8 / SC-8(1)	Transmission Confidentiality and Integrity / Transmission Confidentiality and Integrity   Cryptographic or Alternate Physical Protection	M, H
SC-13	Cryptographic Protection	L, M, H
SC-17	PKI Certificates	M, H
SC-18	Mobile Code	M, H
SC-22	Architecture and Provisioning for Name / Address Resolution Service	L, M, H

Control ID	Control Title	FedRAMP Baseline
SC-28 (1)	Protection of Information at Rest   Cryptographic Protection	M, H
SI-2	Flaw Remediation	L, M, H
SI-3	Malicious Code Protection	L, M, H
SI-4	Information System Monitoring	L, M, H
SI-10	Information Input Validation	M, H

4. If the CSP SaaS is NOT FedRAMP authorized at the time of contracts award BUT is operated on an IaaS environment that is FedRAMP authorized and is identified as either FedRAMP In Process or FedRAMP Ready on the FedRAMP website; THEN the CSP will have one (1) year from the date of contract award to achieve FedRAMP authorization. During this transitional period, GSA may issue an agency specific authorization (i.e., not FedRAMP) not to exceed one (1) year (to allow the CSP to achieve FedRAMP compliance) leveraging an existing ATO (with supporting A&A Package). The CSP may have a non-FedRAMP ATO with another Federal Department/Agency or be based on the GSA Moderate SaaS process as described in GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk." The CSP shall make available any existing assessment and authorization package for GSA review and provide necessary documentation and access to facilitate the GSA SaaS A&A process.

#### Reporting and Continuous Monitoring

Maintenance of the FedRAMP Authorization will be through continuous monitoring and periodic audit of the operational controls within a contractor's system, environment, and processes 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 in agreement with FedRAMP guidelines and submitted to the MAX.Gov Portal or repository designated by the FedRAMP program. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. The deliverables will allow the Federal Departments/Agencies leveraging the services providers' cloud offering to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur. Contractors will be required to provide updated deliverables and automated data feeds as defined in the FedRAMP Continuous Monitoring Plan.

The contractor shall provide continuous monitoring deliverables in support of a one (1) year conditional authorization (if necessary) to achieve FedRAMP authorization. Deliverables shall include:

- Monthly OS, web, and database vulnerability scans (deliverable shall include raw results and findings shall be included in the POA&M document);
- Quarterly Plan of Action and Milestones (POA&M);
- Annual A&A Package updates including the System Security Plan, Contingency Plan, Configuration Management Plan, Contingency Plan Test Report, and Annual FISMA Assessment.

Upon achievement of FedRAMP authorization, GSA will accept the FedRAMP A&A and continuous monitoring documentation made available on the MAX.Gov Portal or a repository designated by the FedRAMP program in agreement with FedRAMP guidelines to satisfy the continuous monitoring requirement.

### Personnel Security Requirements

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 – “GSA Information Technology (IT) Security Policy” and GSA Order CIO P 2181.1 – “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).

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.

GSA shall sponsor the investigation when deemed necessary. No access shall be given to government computer information systems and government sensitive information without a background investigation being verified or in process. If results of background investigation are not acceptable, then access shall be terminated. The Contractor shall provide a report of separated staff on a monthly basis, beginning 60 days after execution of the option period.

### Sensitive Information Storage

Controlled Unclassified Information (CUI) information, data, and/or equipment will only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are

established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by following NIST Special Publication 800-88, *"Guidelines for Media Sanitization."* The destruction, purging or clearing of media specific to the CSP will be recorded and supplied upon request of the Government.

#### Protection of Information

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The contractor shall also protect all Government data, equipment, etc. by treating the information in accordance with its FISMA system categorization.

All information about the systems gathered or created under this contract should be considered as Controlled Unclassified Information. If contractor personnel must remove any information from the primary work area that is included in the ATO boundary, they should protect it to the same FedRAMP requirements. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

#### Unrestricted Rights to Data

The government will retain unrestricted rights to government data. The ordering activity retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time.

#### Personally Identifiable Information

Privacy data is in the scope of acquisition and privacy data is expected to be stored in the vendor's cloud solution. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

Privacy data (should it come into scope) will require that the vendor's cloud solution be FedRAMP authorized at the FIPS PUB 199 moderate level.

#### Data Availability

The data must be available to the Government upon request within one business day or within the timeframe negotiated with the Contractor, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the government.

#### Data Release

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and

shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees. Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. §§ 1030.

Contractor will not disclose Customer Data to any government or third party or access or use Customer Data; except in each case as necessary to maintain the Cloud Services or to provide the Cloud Services to Customer in accordance with this contract, or as necessary to comply with the law or a valid and binding order of a governmental or regulatory body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, Contractor will give Government reasonable notice of any such legal requirement or order, to allow Government to seek a protective order or other appropriate remedy.

#### Data Ownership

All Government data collected in the system is the property of the Federal Government. All data collected by the system shall be provided by the Contractor (system provider) as requested during the contract period and at the completion of the contract period.

#### Additional Stipulations

1. The FedRAMP deliverables shall be labeled "CONTROLLED UNCLASSIFIED INFORMATION" (CUI) or contractor selected designation per document sensitivity. External transmission/dissemination of CUI to or from a Government computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140-2, "Security Requirements for Cryptographic Modules."
2. The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 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 USGCB 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 USGCB Scanner capability to certify their products operate correctly with USGCB configurations and do not alter USGCB settings.
3. 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.
4. The contractor shall comply with any additional FedRAMP privacy requirements.
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. The Contractor shall be responsible for the following privacy and security safeguards:

- a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. Exception - Disclosure to a Consumer Agency for purposes of A&A verification or to the MAX.Gov portal. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Access to support incident investigations, shall be provided as soon as possible but not longer than 72 hours after request. Physical Access Considerations – If the SaaS provider is operated within an IaaS that is FedRAMP authorized (e.g., AWS); physical access to the physical datacenter environment will be governed by the terms of access allowed by the underlying infrastructure provider as defined in the FedRAMP A&A authorization package.

The program of inspection shall include, but is not limited to:

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

## 1.1 References

Guide to Understanding FedRAMP: <https://www.fedramp.gov/files/2015/03/Guide-to-Understanding-FedRAMP-v2.0-4.docx>

FedRAMP Cloud Computing Documents:

<https://www.fedramp.gov/resources/documents-2016/>

FedRAMP Templates: <https://www.fedramp.gov/resources/templates-2016/>

### H.3.5. Tenant Agency Security Requirements

1. A Contractor is required to comply with all security requirements of a tenant agency on task orders and in buildings where work is performed. The Contractor is responsible for coordinating

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

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

### **H.3.6. Standards of Conduct**

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

### **H.3.7. Removal from Contract Work**

1. The NCO may request that the Contractor immediately remove any contract employee(s) from contract work who the Government deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population.
2. The NCO may also request that the Contractor immediately remove any employee(s) from contract work should it be determined that individuals have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties.
3. The Contractor must comply with any removal request. For clarification, a determination of unfit may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
  - a. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
  - b. Violation of Federal, State, or local law.
  - c. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
  - d. Neglect of duty, unreasonable delays, or failures to carry out assigned tasks.
  - e. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
  - f. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities that interfere with the normal and efficient operations of the Government.



- g. Theft, vandalism, immoral conduct, or any other criminal actions.
- h. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
- i. Improper use of official authority or credentials.
- j. Unauthorized use of communications equipment on Government property.
- k. Violation of security procedures or regulations.
- l. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

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

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

### **H.3.8. PERSONNEL QUALIFICATIONS H.3.8.1. General**

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

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

3. While the Contractor may have several personnel performing work in connection with a task order, one person with overall responsibility for successful completion of the task order must be designated for each task order.
4. Contractors and their subcontractors must be licensed brokers who have the authority to collect commissions on behalf of the Contractor for all locations where services may be required. It is the Contractor's responsibility to obtain all required State or other licenses required to perform services described in the contract for the assigned zones by contract award.
5. Subcontractor firms and their personnel must meet the same standards as the Contractor's personnel. The prime Contractor is responsible for all work performed by their subcontractors.

### **H.3.8.2 Project Manager(s)**

1. The Contractor must provide a Zonal Project Manager for the overall contract who will be the primary contact for the NCO and the NPM for matters related to the contract. The Contract has the option to provide an alternate Zonal Project Manager. The Zonal Project Manager and alternate (if applicable) are key personnel and must have the full authority to make decisions on behalf of the Contractor and must be available on a daily basis. In addition, a primary contact for each GSA Regional Office must be designated and available on a daily basis to respond to issues on matters related to task orders awarded for the Region as counterpart to the Regional Program Officials.
2. The Zonal Project Manager and alternate are considered key personnel and résumés for these individuals must be included as part of the technical proposal as stated in Section L. The Zonal Project Manager designated as the national contact for interface with the NCO, NPM, and NCOR may be the same person or a different person than the designee for the regional contacts. However, the regional contact person must be available on a daily basis to respond to concerns related to task orders issued by a specific Region during the Region's normal work hours. In the event the designated regional contact is unavailable, an alternate contact with the same authority shall be available.
3. The Key Personnel identified in this paragraph may not be replaced without prior approval by the NCO and the NPM after a review of experience, training, and other qualifications. Key personnel replacements will not be approved under this contract for the first twelve (12) months of the contract, except under extraordinary circumstances.

### **H.3.8.3 Leasing Personnel**

Commercial real estate services described in the contract must be performed by licensed, qualified commercial real estate personnel with a minimum of three years experience in performing commercial real estate transactions (tenant or owner representation services) similar to those described in the contract. They shall have a thorough knowledge of the local real estate market for the delineated area for the lease acquisition, know which areas fit a client's needs and budget, and be familiar with local zoning laws, etc. They must be fully familiar with the requirements of the contract and with all Federal laws and regulations that must be followed for a Federal lease acquisition. They must have completed Federal Leasing procurement courses identified in Section H, prior to beginning work on this contract. The Contractor is required to meet all State and local licensing requirements for their personnel performing lease transactions for any location where services may be required. Personnel assigned to a task order shall be available during the normal work hours of the Region where work is being performed. If multiple

personnel will perform services in connection with a task order, a primary contact with overall responsibility for successful completion of the task order must be identified for each task order. Substitutions of approved leasing personnel may not occur without prior approval by the NCO.

#### **H.4. RESTRICTIONS ON OTHER WORK**

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

#### **H.5. ORGANIZATIONAL CONFLICTS OF INTEREST**

- A. General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.
- B. Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest that might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation as an offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential offeror; and a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior task orders.
- C. Definitions. For purposes of this clause
  1. "Contractor" means an individual or other legal entity that:
    - a. Directly or indirectly (e.g. through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract;  
or
    - b. Conducts business, or reasonably may be expected to conduct business,

with the Government as an agency or representative of another contractor, and

- c. Includes the Contractor; any of the Contractor's parents, affiliates, or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.
2. "Parent" means a business concern, organization, or individuals that has/have a controlling interest in another business concern, organization, or individual. Controlling interests includes, but are not limited to, ownership of more than one-half interest.
3. "Affiliates" mean a business concern, organization, or individuals that, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Control includes, but is not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a Contractor which has the same or similar management, ownership, or principal employees as the contract that was debarred, suspended, or proposed for debarment.

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

1. To establish a "conflict wall", in form and manner satisfactory to the Contracting Officer. Any such "conflict wall" shall, at a minimum:
  - Inform all members of the Contractor of the existence of the "conflict wall" and the restrictions set forth in this Clause;
  - Ensure the establishment and maintenance, during the term of this Contract, of separate electronic file servers and other electronic safeguards to prevent access to documents, files, and information related to Contractor's work under this Contract to other than Contractor personnel working under this Contract, including Contractor personnel representing building owners or lessors;
  - Ensure that paper files and documents are kept, safeguarded, and maintained in separate, secure locations that will preclude access to Contractor personnel not working under this Contract, including Contractor personnel representing building owners or lessors; and
  - Be maintained at all times during the term of this Contract.
2. To remain subject, during the term of the Contract, to periodic inspection and verification of the "conflict wall" and the processes and procedures to be maintained in connection therewith.
3. To execute, in connection with any awarded Task Order under this Contract, such certifications as the Contracting Officer may deem necessary and appropriate confirming the continuing existence of the "conflict wall" and the processes and procedures included there under including **Exhibits 5a, 5b, and 5c**.

4. That none of the Contractor's personnel, (including without limitation, employees, consultants or subcontractors) may participate as both a GSA representative and as a representative of an offeror on a GSA lease transaction. Such a ban will be in effect for the duration of the lease transaction.
5. That none of the Contractor's personnel, (including without limitation, employees, consultants, or subcontractors), who have a personal financial interest in a potential or actual offeror for a lease transaction, may participate as a GSA representative on that GSA lease transaction.
6. That none of the Contractor's personnel, (including without limitation, employees, consultants, or subcontractors) performing work under this Contract will participate, in any capacity, in providing any advice or representation to a building owner, representative, or Lessor or other third-party in connection with any GSA lease transaction in the same market while an individual is performing service under this contract and for an additional period of six (6) months following conclusion of an individual's work under the Contract.
7. That any person performing services under this Contract shall be and remain, during the term of this Contract, ineligible to share in any fees or commissions received by or payable to Contractor by virtue of Contractor's representation of a building owner, representative, lessor or other third-party in a lease transaction involving the Government; **provided**, any such person shall be entitled to share in any payment made to Contractor under this Contract.
8. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute such Confidentiality and Nondisclosure Agreements, or other documents which the Contracting Officer, in his/her sole discretion, may require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract. Such Agreements or documents may provide that violations of their terms may result in criminal and civil penalties in accordance with, among other laws and regulations, 41 U.S.C. §423. Failure of the Contractor to provide required Agreements or documents under this paragraph from all required personnel may result in termination of Contractor's work under the task order at issue at no cost to the Government. Repeated violations may result in the termination of this Contract.
9. That the Contractor and all personnel performing work in connection with an awarded task order under this Contract are required to execute the agreements contemplated by Section 9.505-4(b) of the Federal Acquisition Regulation, 48 C.F.R. §9.505-4(b).
10. That all personnel performing services under this Contract will treat any and all information generated and received in connection with their work as proprietary and confidential, continue to do so in perpetuity, and disclose and utilize such information only in connection with their work under the Contract.
11. That upon receipt of a task order request, to immediately notify the Contracting Officer of any potential organizational or individual conflict of interest that would prevent or limit the Contractor's ability to perform the work requested. If any such conflict is identified,

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

12. To immediately notify the Contracting Officer of any organizational or individual conflict of interest discovered during the Contractor's performance of work pursuant to a Government-issued task order; **provided** that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on the Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to the Government. If at or after the lease solicitation phase, the Contractor shall provide executed dual agency notifications and agreements from any interested parties affected by the Contractor's performance of work related to the task order.
13. That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract or an individual task order at no cost to the Government; **provided** that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.
14. To include this Conflict of Interest clause, including this subparagraph, in all of Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's interests hereunder) which involve the performance of work by subcontractors in support of this Contract.
15. That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of Contractor's breach of any of the above restrictions.

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

1. Sensitive But Unclassified (SBU) building information is contained in any document with information that is sufficiently sensitive to warrant some level of protection from disclosure but does not warrant classification.
2. Controlled Unclassified Information (CUI) is unclassified information that required safeguarding and dissemination control pursuant to law, regulation, or Government-wide policy, as listed in the CUI Registry by the National Archives and Records Administration (NARA).

3. Anyone responsible for GSA-controlled space or for managing or procuring Government owned or leased space on behalf of GSA, as required in [PBS P 3490.2 Document Security for Sensitive But Unclassified Building Information - \(Signed on September 2 2014\)](#). A copy of the order is contained in **Exhibit 2**. This solicitation contains instructions on the proper identification, handling, and reporting of violations under Section I. The order prescribes protection of SBU Building Information uniformly across the GSA user community and provides consistent guidance to GSA associates, contractors, and subcontractors about what GSA considers to be SBU Building Information and how to safeguard it. The SBU policy will remain separate due to its unique nature, but is considered part of the CUI Program at GSA.

## **H.7. POST AWARD ORIENTATION AND TRAINING**

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

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

Proceed. Personnel who do not demonstrate sufficient knowledge to perform functions will not be allowed to perform work and may be removed under Section H.3.6. The Contractor will not be reimbursed for any costs associated with training.

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

- a. Contract personnel with three years of documented commercial real estate experience and documented evidence of completion of the following courses Lease Acquisition Training, Cost and Price Analysis of Lease Proposals, and Federal Real Property Lease Law, may complete all aspects of Requirements Development and Lease Acquisition including, but not limited to, Market Analysis, Market Surveys, and negotiating GSA's lease transactions.

- b. For Post Award Services, Contractor personnel must have three years of documented acquisition related commercial real estate experience specific to build out of a facility and bringing the lease transaction to occupancy. As related to brokerage tenant

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

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

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

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

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

## **H.8. G-REX APPLICATION USE AND PROCEDURES**

### **H.8.1. G-REX Application**

1. The G-REX application is a framework application supporting the leasing process. G-REX is a mission critical system that requires a Leasing Specialist / Lease Contracting Officer / Contractor to perform essential lease procurement tasks to award a lease as well as perform post occupancy services consistent with National policy and guidance, alignment with gPM principles of project management/scheduling/task completion, and provides vital lease and productivity data collection for future lease process improvement. Its workflow mechanism manages the comprehensive lifecycle of a leasing transaction from identification of customer space requirements through the closing of the lease. The G-REX application provides consistency in the customer requirements development process and project delivery while enabling improved efficiency and customer satisfaction. It is a tool to improve communication by allowing the project team to electronically and instantaneously interact with the other business roles involved with the leasing process, including broker Contractors.

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



**GSA Leasing Support Services  
Section I  
CONTRACT CLAUSES**

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

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

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

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

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

**SERVICE CONTRACT CLAUSES  
(FIXED PRICE)**

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

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

**I. CLAUSES INCORPORATED BY REFERENCE:**

**A. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES:**

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

<b>CATEGORY</b>	<b>CLAUSE</b>	<b>REFERENCE</b>	<b>TITLE</b>
	10.	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
	11.	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
	12.	FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
	13.	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR2014)
	14.	FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
	15.	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)
<b>INSURANCE</b>	16.	FAR 52.246-25	LIMITATION OF LIABILITY-SERVICES (FEB 1997)
<b>BUY AMERICAN</b>	17.	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
<b>ENVIRONMENTAL</b>	18.	FAR 52.204-4	PRINTING/OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
<b>LABOR STANDARDS</b>	19.	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
	20.	FAR 52.222-3	CONVICT LABOR (JUN 2003)
	21.	FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)
	22.	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
	23.	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
	24.	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
	25.	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
	26.	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
	27.	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
	28.	FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)
	29.	FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
<b>SUBCONTRACTING &amp; SMALL BUSINESS PROGRAMS</b>	30.	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
	31.	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
	32.	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

<b>CATEGORY</b>	<b>CLAUSE</b>	<b>REFERENCE</b>	<b>TITLE</b>
	33.	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
	34.	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
	35.	FAR 52.219-14	LIMITATION ON SUBCONTRACTING (NOV 2011)
	36.	FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
	37.	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
	38.	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)
	39.	GSAR 552.219-75	GSA MENTOR-PROTÉGÉ PROGRAM (SEP 2009)
	40.	GSAR 552.219-76	MENTOR REQUIREMENTS AND EVALUATION (MAR 2012)
<b>TAXES</b>	41.	FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
	42.	FAR 52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS (FEB 2013)
<b>PERFORMANCE</b>	43.	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
	44.	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)
<b>AUDITS</b>	45.	FAR 52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
<b>DISPUTES</b>	46.	FAR 52.233-1	DISPUTES (MAY 2014) - ALT I (DEC 1991)
	47.	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
<b>PATENTS, DATA &amp; COPYRIGHTS</b>	48.	FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
	49.	FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
	50.	FAR 52.227-3	PATENT INDEMNITY (APR 1984)
<b>TERMINATION</b>	51.	FAR 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
<b>COST ACCOUNTING STANDARDS</b>	52.	FAR 52.230-2	COST ACCOUNTING STANDARDS (MAY 2014)
	53.	FAR 52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)
	54.	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
<b>PROTESTS</b>	55.	FAR 52.233-2	SERVICE OF PROTEST (SEP 2006)
	56.	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
<b>IT RESOURCES/</b>	57.	FAR 52.204-2	SECURITY REQUIREMENTS (AUG 1996)
<b>SECURITY</b>	58.	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION

CATEGORY	CLAUSE	REFERENCE	TITLE
	59.	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
	60.	FAR 52.224-2	PRIVACY ACT (APR 1984)
	61.	FAR 52.239-1	PRIVACY OR SECURITY SAFEGARDS (AUG 1996)
	62.	GSAR 552.236-75	USE OF PREMISES (APR 1984)
	63.	GSAR 552.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION (JUN 2011)
	64.	GSAR 552.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2012)
<b>OTHER</b>	65.	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
	66.	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
	67.	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 13)
	68.	FAR 52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
	69.	FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)
	70.	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
	71.	FAR 52.210-1	MARKET RESEARCH (APR 2011)
	72.	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
	73.	FAR 52.242-13	BANKRUPTCY (JUL 1995)
	74.	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)

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

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES:**

***1.1. 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984) DEVIATION***

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

***1.2. 52.216-19 ORDER LIMITATIONS (OCT 1995) DEVIATION***

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

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

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

- a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed:
  - 1. Description of services to be performed.
  - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 3. Place of performance of the services.
  - 4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
  - 5. Method of shipment or packing of supplies.
  - 6. Place of delivery.
- b) **If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the delivery schedule and shall modify the task order.**
- c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.  
(End of clause)

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

- (a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

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

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

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

(i) **in the contract delivery schedule; and**

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

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

(End of clause)

#### ***1.5. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)--DEVIATION***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

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

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

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

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

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

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

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

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

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

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

- (1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

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

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

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

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

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

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

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

(2) *SSR*.

(i) Reports submitted under individual contract plans—

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

(B) The report may be submitted on a corporate, company or subdivision (*e.g.*

plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

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

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

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

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

(ii) Reports submitted under a commercial plan—

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

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

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

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

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

(End of clause)

***1.6. 52.217-8 Option to Extend Services (Nov 1999)***

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

(End of clause)

***1.7. 52.217-9 Option to Extend the Term of the Contract (Mar 2000)***

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

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

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

(End of clause)

***1.8. 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)***

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

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

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

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

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



Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

**GSA Leasing Support Services  
Section J  
List of Exhibits**

**Exhibits**

Exhibit 1 – Geographic Zonal Map

Exhibit 2 – Laws, Statutes, Executive Orders, Regulations

Comment: Include LDG, LFC checklist for the different models, RSLs & national policy.

Exhibit 3 - Reserved

Exhibit 4 –BullsEye Methodology

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

Exhibit 6 – **GLS Broker** Commission Agreement

**Exhibit 6A – GLS Broker Commission Agreement Cover Letter**

Exhibit 7 – CBSA and MSA Ranking

Exhibit 8 – Agency Long Term Space Requirements Needs Interview Questionnaire

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

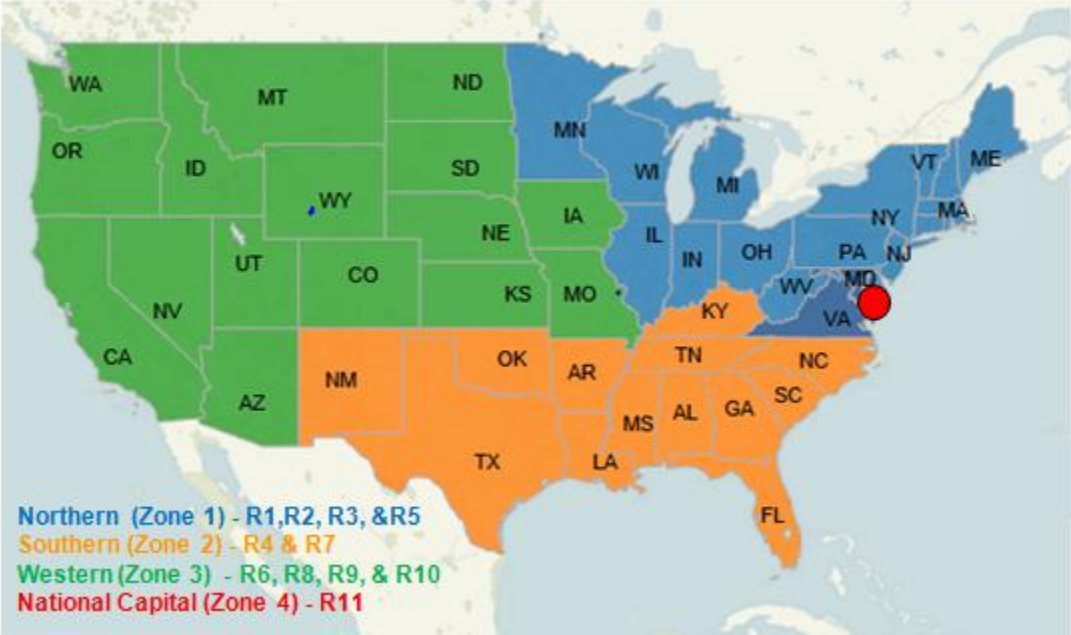
Exhibit 10 – Market Analysis

Exhibit 11 – Attachment A to TI PNM

Exhibit 12 – Confidential Agreement Information

Form Exhibit 13 – GREX Access Procedures

EXHIBIT 1 – GEOGRAPHIC ZONAL MAP



## LAWS, STATUTES, EXECUTIVE ORDERS, REGULATIONS

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

### I. FEDERAL STATUTES

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

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

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

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

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



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

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

## II. EXECUTIVE ORDERS

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

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

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

### III. REGULATIONS

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

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

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

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

### IV. POLICY

#### 1. Homeland Security Presidential Directive, HSPD-12

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

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

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

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

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

EXHIBIT 2 LAWS, STATUTES, EXECUTIVE ORDERS, and REGULATIONS

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

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

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## Exhibit 4: Bullseye Methodology

### 1) Bullseye Report Definition

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

### 2) Bullseye Report Contents

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

### 3) Bullseye Report Sources

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

### 4) Bullseye Report Eligibility

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

## Exhibit 4: Bullseye Methodology

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

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

### 5) Requesting a Bullseye Report: GREX

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

i) After requirements are finalized

ii) Any point in pre-solicitation or solicitation phase

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

iv) Typically no more than 2-week turnaround

### 6) Lease Cost Assessments

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

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

b) Key Assumptions: Cost of the Market Lease

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

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

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

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

c) Key Assumptions: Cost of the GSA Lease

## Exhibit 4: Bullseye Methodology

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



EXHIBIT 5a

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 and Title (Typed) \_\_\_\_\_

Signature and Date \_\_\_\_\_  
(must be an officer of the firm)

**EXHIBIT 5b**  
**Individual Conflict of Interest and Non-Disclosure Statement**

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

**Contractor** \_\_\_\_\_

**Contract Number** \_\_\_\_\_

**Task Order Number** \_\_\_\_\_

**A. Conflict of Interest**

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

**B. Nondisclosure of Procurement Sensitive Information**

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

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

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

**C. Nondisclosure of Information Submitted by Offerors in response to a Request for Lease Proposal (RLP).**

I understand that disclosure of proprietary information submitted by an Offeror in response to a RLP 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 and Title (Typed)** \_\_\_\_\_

**Signature and Date** \_\_\_\_\_

**EXHIBIT 5c**  
**DUAL AGENCY DISCLOSURE STATEMENT**  
**(Acknowledgement and Consent)**

**RLP Solicitation Number:** \_\_\_\_\_

**Offeror:** \_\_\_\_\_

Dual Agency: The General Services Administration's, Leasing Support Services (GLS) contract, number GS-00-P-15-BQ-D-70\_\_\_\_, allows a brokerage firm under this GSA contract to represent both the Government, as tenant, and the owner in this real estate transaction as long as this is disclosed to both parties and both agree. This is known as dual agency. Under this GSA Contract, a brokerage firm may represent two clients whose interest are, or at times could be, different or adverse. Dual Agency under this GSA contract does not allow the same agent of the Brokerage Firm to represent both parties.

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

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

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

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

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

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

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

Relationship to the Landlord is \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**Potential Offerors:**

<b>By signing below you are acknowledging receipt of this Dual Agency Disclosure Statement:</b>	
_____ Brokerage Firm will act as a Dual Agent under this transaction.	
<i>If applicable:</i>	
I, _____, owner of the property located at _____ choose not to participate in this transaction due to the dual agency.	
_____	_____
<b>Potential Offeror PRINTED NAME and SIGNATURE</b>	<b>Date</b>
_____	_____
<b>Landlord Broker PRINTED NAME and SIGNATURE (if applicable)</b>	<b>Date</b>

**GSA's Tenant Broker:**

_____	_____
<b>Broker PRINTED NAME and SIGNATURE</b>	<b>Date</b>

**General Services Administration:**

_____	_____
<b>Lease Contracting Officer PRINTED NAME and SIGNATURE</b>	<b>Date</b>

## EXHIBIT 6 - GLS BROKER COMMISSION AGREEMENT

---

DATE

Name  
Address

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

Dear \_\_\_\_\_:

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

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

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

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

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

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

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

The Aggregate Lease Value shall not include:

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

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

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

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

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

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

The Aggregate Lease Value shall not include:

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

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

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

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

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

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

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

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

Sincerely,

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

AGREED AND ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT 6A - GLS BROKER COMMISSION AGREEMENT COVER LETTER



GSA Region X

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

DATE

OFFEROR (OR REPRESENTATIVE) NAME  
TITLE  
COMPANY NAME

Transmitted via Email

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

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

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

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

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

**EXHIBIT 7**  
**Modified 7/28/16**

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

*\*subject to change*

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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### General Project Information

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#### Basic Information

1. Brief description of the location's daily operations and functions (e.g. typical office, interactions with the public, appeals office, regional office, rapid response center, & etc.)
  
2. Purpose of this project / move:
3. How does the agency define success?
4. Constraints: Budget , Resources , Schedule , Organizational Change , & Mission Change 
  - a. Notes:
5. Assistance needed from GSA for: IT/Network & Telecommunication Services , Local & Long Distance Phone Service , Furniture Acquisition , Furniture & Personal Property Disposal , Office Equipment Acquisition , Security Products & Services , Move Coordination
6. Total Staff / Headcount: Current                  Future
7. For restroom calculations: New location percentage of staff women                  %, staff men                  %
8. Furniture: Move Existing  or Buy New

#### New Lease Term

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

#### Square Footage

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

Requested Delineated Area:

15. North:

16. East:

17. South:

18. West:

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

20.

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

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

If no, please proceed to question 22.

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

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

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

**Hours of Operation**

25. Weekday hours of operation:

26. Weekend hours of operation: Not Applicable  Notes:

27. After hours access required: Yes  No  Notes:

28. After hours utilities required: Yes  No  Notes:

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

**Security**

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

2. Unique Security Constraints: Yes  No  Notes:

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

### Parking

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

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## Existing Space

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### Basic Information

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

### Existing Space Modifications

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

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### New Space

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#### Building / Site

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

Notes:

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

Notes:

3. Column spacing requirement: Yes  No  Span

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

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

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

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

b. Other:

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

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

Notes:

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

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

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

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

13. Ceiling Height Minimum Clearance:

#### Construction & Finishes

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

### Project Schedule

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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### DID Workshops

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

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

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

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### Turn-Key Leasing

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

#### Room Schedule and Details

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

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

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



## Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

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

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

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

h. Additional Needs:

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

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

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

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

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

- a. Flooring type

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

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

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

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

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

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

### **Special Requirements**

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

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

### **General Requirements**

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

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

**Who is purchasing data cable?** This question should specify “agency” or “landlord.”

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

**Who is purchasing telecommunications cable?** This question should specify “agency” or “landlord.”

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

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

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

## Agency Long Term Space Requirements Needs Interview Questionnaire

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

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

No  Notes:



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

March 25, 2015

THE CONTROLLER

**MANAGEMENT PROCEDURES MEMORANDUM NO. 2015-01**

MEMORANDUM FOR: ALL CFO ACT EXECUTIVE AGENCIES

FROM: David Mader   
Controller

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

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

**Summary:**

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

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

**I. Actions Required:**

**1. Real Property Efficiency Plan**

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

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

## **2. Space Design Standard for Office Space.**

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

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

## **3. Reduction Targets for Office and Warehouse Space.**

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

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



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

#### **4. Reduction Targets to Dispose of Owned Buildings.**

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

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

#### **5. Freeze the Footprint.**

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

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

- b. ***Requirements for Offsets.***<sup>1</sup>

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

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

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

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

## II. **Implementation:**

### 1. **Contents of the Real Property Efficiency Plan**

Agencies' Plans shall contain the following information:

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

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

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<sup>2</sup> For GSA assignments, each agency shall include the Occupancy Agreement number.

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

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

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

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

## **2. Certification of FRPP Data.**

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

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

completeness of FRPP data.

### 3. Records Retention.

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

### 4. Government-Wide Controls.

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

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

### 5. Transparency.

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

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

### **Glossary of Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT 10 – MARKET ANALYSIS

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

### 1. Summary Market Information :

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

### 2. Comparable Market Rents:

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

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



## EXHIBIT 10 – MARKET ANALYSIS

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

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

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

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

<b>DIV 26.1</b>			
<b>DIV 27</b>			
<b>DIV 28.1</b>			
<b>DIV 28.2</b>			

**Confidential Information Agreement for  
Contract No. \_\_\_\_\_**

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

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

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

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

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

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

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

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

By: \_\_\_\_\_

Original Signature of Employee

\_\_\_\_\_

Date Executed

\_\_\_\_\_

Printed Name of Employee

\_\_\_\_\_

Title of Employee

**Exhibit 13**

**G-REX BROKER ACCESS PROCESSES**

**1) PROCESS FOR OBTAINING PASSWORDS**

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

**2) TASK ORDER Assignment in G-REX**

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

## Guide for GLS Task Order Level Evaluations - Requirements Development

Criteria ▶		Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
Likert Rating ▼						
<b>Overall outstanding performance/Consistently exceeds contract requirements</b>	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p><b>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</b></p> <p><b>* Demonstrated outstanding customer service skills.</b></p> <p><b>* Courteous to all parties involved especially in tense situations.</b></p> <p><b>* Complied with GSA Standards of Conduct.</b></p> <p><b>* All actions and behavior was in an ethical manner.</b></p>	<p><b>* Expertly used Market Analysis to establish a market range in the negotiation objectives at the beginning of the project.</b></p> <p><b>* Promptly and thoroughly communicated impact of market changes as the procurement has progressed.</b></p> <p><b>* Demonstrate depth of knowledge of market conditions and agency requirements in analysis by initial and revised Market Analysis matching market rates in all elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</b></p>	<p><b>* Correctly submitted COI and non-disclosure forms.</b></p> <p><b>* Forms were legible and accurate.</b></p> <p><b>* Promptly submitted a complete and accurate baseline project schedule with all the required milestones.</b></p> <p><b>* Thoroughly and expertly prepared initial negotiation objectives and Market Analysis.</b></p> <p><b>* Outstanding advertisement.</b></p> <p><b>* Expertly completed the Pre-Market Survey report, market survey itinerary, market survey report, and other documents related to the market survey.</b></p> <p><b>* Submitted an outstanding market survey report on the first submission which is also complete, accurate, and neat and contained no errors.</b></p>	<p><b>* Excellent depth of knowledge of contract requirements, of all regulations regarding location, floodplain, historic properties, and competition in addition to contract requirements.</b></p> <p><b>* Proactive to avoid delays.</b></p> <p><b>* Thoroughly sought out competition in the market.</b></p> <p><b>* Innovative in analysis of market and requirement and demonstrated depth of knowledge with regard to developing a baseline project schedule, initial negotiation objectives.</b></p> <p><b>* Expertly completed all documents.</b></p> <p><b>* Expertly handled the market survey – it was well organized, market was well searched for viable options, material was expertly presented, and contractor was proactive with the customer agency and market and correctly answered questions raised.</b></p>	<p><b>* Submitted the COI and Nondisclosure forms within 1 day of receiving the Notice to Proceed.</b></p> <p><b>* Submitted the baseline schedule, initial negotiation objectives and Market Analysis to the COR prior to the date discussed at the meeting and forwarded the approved schedule to the agency and ZCO immediately after COR approval.</b></p> <p><b>* Posted advertisement, submitted Pre-Market Survey Report, market survey report, and revised project schedule ahead of the approved schedule date.</b></p> <p><b>* Proactively submitted other documents ahead of the agreed timeframe, i.e. market survey checklist, letter for COR to advise property owners if they meet requirements.</b></p> <p><b>* Proactive in identifying project delays and/or expertly mitigated project delays.</b></p>
<b>4 Overall great performance/Exceeds minimum contract requirements</b>	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p><b>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</b></p> <p><b>* Demonstrated above average customer service skills.</b></p> <p><b>* Courteous to all parties involved.</b></p> <p><b>* Complied with GSA Standards of Conduct. All actions and behavior were in an ethical manner.</b></p>	<p><b>* Above average use of Market Analysis to establish a market range in the negotiation objectives at the beginning of the project.</b></p> <p><b>* Promptly and thoroughly communicated impact of market changes as the procurement has progressed.</b></p> <p><b>* Demonstrated above average knowledge of market conditions and agency requirements in analysis by initial and revised Market Analysis matching market rates in all elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</b></p>	<p><b>* Correctly submitted COI and non-disclosure forms.</b></p> <p><b>* Forms were legible and accurate.</b></p> <p><b>* Promptly submitted a complete and accurate baseline project schedule with all the required milestones.</b></p> <p><b>* Thoroughly prepared initial negotiation objectives and Market Analysis.</b></p> <p><b>* Above average advertisement.</b></p> <p><b>* Above average completion of the Pre-Market Survey report, market survey itinerary, market survey report, and other documents related to the market survey.</b></p> <p><b>* Submitted an above average market survey report which was also complete, accurate, and neat, needing only minor corrections, if any.</b></p>	<p><b>* Above average depth of knowledge of contract requirements, of all regulations regarding location, floodplain, historic properties, and competition in addition to contract requirements.</b></p> <p><b>* Mitigated any delays.</b></p> <p><b>* Sought out competition in the market.</b></p> <p><b>* Above average analysis of market and requirement and demonstrated depth of knowledge with regard to developing a baseline project schedule, initial negotiation objectives.</b></p> <p><b>* Excellent quality in all documents.</b></p> <p><b>* Excellent handling of the market survey – it was well organized, market was well searched for viable options, material was expertly presented, and contractor was proactive with the customer agency and market and correctly answered questions raised.</b></p>	<p><b>* Submitted the COI and Nondisclosure forms promptly after receiving the Notice to Proceed.</b></p> <p><b>* Submitted the baseline schedule, initial negotiation objectives and Market Analysis to the COR prior to the date discussed at the meeting and forwarded the approved schedule to the agency and ZCO after COR approval.</b></p> <p><b>* Provided some documents ahead of the approved schedule date.</b></p> <p><b>* Proactive in identifying project delays and/or expertly mitigated project delays.</b></p>
<b>3 Overall good performance/Exceeds contract requirements</b>	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p><b>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</b></p> <p><b>* Complied with GSA Standards of Conduct.</b></p> <p><b>* All actions and behavior were in an ethical manner.</b></p>	<p><b>* Adequately used Market Analysis to establish a market range in the negotiation objectives at the beginning of the project for rental rate elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</b></p> <p><b>* Communicated impact of market changes as the procurement progresses.</b></p>	<p><b>* Correctly submitted COI and non-disclosure forms. Some forms may be illegible or not accurate.</b></p> <p><b>* Submitted a complete and accurate baseline project schedule with the required milestones.</b></p> <p><b>* Adequately prepared initial negotiation objectives and Market Analysis.</b></p> <p><b>* Good advertisement.</b></p> <p><b>* Completed the Pre-Market Survey Report, market survey itinerary, market survey report, and other documents related to the market survey.</b></p> <p><b>* Submitted a good market survey report which is also complete, accurate, and neat.</b></p> <p><b>* Report contained minor errors, i.e. spelling or grammar, but contained no major errors, i.e. content.</b></p>	<p><b>* Good depth of knowledge of contract requirements and Federal acquisition regulations.</b></p> <p><b>* Adhered to the schedule and timeframes established.</b></p> <p><b>* Assembled an adequate baseline project schedule, initial negotiation objectives, Pre-Market Survey report, market survey report, and other documents but may miss a few minor items that should be included per contract requirements.</b></p> <p><b>* Adequately handled the market survey – it was organized, material presented was appropriate, and correctly answered questions raised.</b></p>	<p><b>* Submitted the COI and Nondisclosure forms within 5 days of receiving the Notice to Proceed.</b></p> <p><b>* Submitted the baseline schedule, initial negotiation objectives and Market Analysis to the COR by the date agreed to and forwarded this to the agency and ZCO within two days of COR approval.</b></p> <p><b>* Posted advertisement and submitted other documents timely and not reminded by COR, i.e. market survey checklist.</b></p> <p><b>* Prepared letter for COR to advise property owners if they meet requirements in the agreed upon time frame.</b></p> <p><b>* Good at managing the project schedule and communicating to COR if delays in project schedule are expected.</b></p>

**Guide for GLS Task Order Level Evaluations - Requirements Development**

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
<b>Meets some contract requirements</b>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>Represented GSA in a professional manner some of the time when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Marginal use of Market Analysis to establish a market range in the negotiation objectives at the beginning of the project for rental rate elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p> <p>* Poor communication of impact of market changes as the procurement progresses.</p>	<p>* COI and non-disclosure forms were returned for errors.</p> <p>* Submitted a baseline schedule that which required multiple submissions.</p> <p>* Initial negotiation objectives and Market Analysis were not complete and/or were illegible.</p> <p>Inadequate advertisement.</p> <p>* Did not correctly complete the Pre-Market Survey report, market survey itinerary, market survey report, and/or other documents related to the market survey.</p> <p>* Submitted a written market survey report which contained errors, both minor and major, and/or required multiple submissions.</p>	<p>* Marginal understanding of contract requirements and Federal acquisition regulations.</p> <p>* Struggled to maintain the schedule and timeframes established, needing assistance from the COR.</p> <p>* Needed to be asked to prepare and submit deliverables.</p> <p>* Marginally handled the market survey – it was not well organized, material was not always presented appropriately, and/or contractor was not able to correctly answer questions raised.</p> <p>* Poorly completed negotiation objectives, Market Analysis, Pre-Market Survey Report, Market Survey Checklists, and other documents.</p> <p>Submitted a market survey report that was poorly assembled, lacked items required per the contract, and/or contained major errors.</p>	<p>* Submitted COI and Nondisclosure forms after 5 working days of receiving the Notice to Proceed. Submittal of these documents required prompting on several occasions from the RCO.</p> <p>* Needed prompting to submit the mutually agreed upon schedule to the COR by the date discussed at the meeting. Also needed prompting to forward this schedule to the agency and ZCO after two days of COR approval.</p> <p>* Posted advertisement and submitted market survey report past the agreed upon date in the approved schedule.</p> <p>* Needed to be reminded to submit other documents, i.e. Market Analysis, completed market survey checklist.</p> <p>* Poorly managed the project schedule and failed to identify pitfalls that resulted in a project delay.</p>
<b>Overall poor performance that minimally meets contract requirements</b>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<p>* Failed to represent GSA in a professional manner when dealing with the tenant agency, building representatives, and others.</p> <p>* Often rude and discourteous to parties involved in the project.</p> <p>* Failed to comply with GSA Standards of Conduct.</p> <p>Demonstrated poor behavior on phone calls or in person with the tenant agency, building representatives and others.</p>	<p>* Inadequately used Market Analysis to establish a market range in the negotiation objectives at the beginning of the project for rental rate elements (shell rental rate, amortization rate, base cost of services, market commission etc.).</p> <p>* Failed to communicate impact of market changes as the procurement progresses.</p>	<p>* COI and non-disclosure forms were not complete and/or were illegible.</p> <p>* Submitted a baseline schedule that was illegible, not accurate, and/or required multiple submissions.</p> <p>* Initial negotiation objectives and Market Analysis were not complete and/or were illegible.</p> <p>* Poor advertisement.</p> <p>* Failed to complete or did not correctly complete the Pre-Market Survey report, market survey itinerary, market survey report, and/or other documents related to the market survey.</p> <p>* Submitted a poorly written market survey report which is not complete, accurate, and/or neat.</p> <p>Report contained many errors both minor and major and/or required multiple submissions.</p>	<p>* Failed to display a depth of knowledge with regard to contract requirements and Federal acquisition regulations.</p> <p>* Unable to maintain the schedule and timeframes established.</p> <p>* Needed to be asked to prepare and submit deliverables.</p> <p>* Poorly handled the market survey – it was not organized, material presented was inaccurate or not presented appropriately, and/or contractor was not able to correctly answer questions raised.</p> <p>* Failed to complete or poorly completed negotiation objectives, Market Analysis, Pre-Market Survey Report, Market Survey Checklists, and other documents.</p> <p>* Submitted a market survey report that was poorly assembled, lacked items required per the contract, and/or contained major errors.</p>	<p>* Submitted COI and Nondisclosure forms after 5 working days of receiving the Notice to Proceed. Submittal of these documents required prompting on several occasions from the ZCO.</p> <p>* Did not submit the mutually agreed upon schedule to the COR by the date discussed at the meeting. Contractor did not forward or needed prompting to forward this schedule to the agency and ZCO after two days of COR approval.</p> <p>* Posted advertisement and submitted market survey report past the agreed upon date in the approved schedule.</p> <p>* Needed to be reminded to submit other documents, i.e. Market Analysis, completed market survey checklist.</p> <p>* Prepared deliverables, e.g. advertisement, schedule, letter for COR to advise property owners if they meet requirements after the agreed upon time frame.</p> <p>* Failed to manage the project schedule and failed to identify pitfalls that resulted in a project delay.</p>
<b>No deliverable/ does not meet contract requirements</b>						



**Guide for GLS Task Order Level Evaluations - Lease Acquisition**

Criteria ▶		Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
Likert Rating ▼						
<b>Overall outstanding performance/Consistently exceeds contract requirements</b>	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p><b>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</b></p> <p><b>* Demonstrated outstanding customer service skills.</b></p> <p><b>* Courteous to all parties involved especially in tense situations.</b></p> <p><b>* Complied with GSA Standards of Conduct.</b></p>	<p><b>* Expertly negotiated lease contract to exceed LCRM measure.</b></p> <p><b>* Promptly and thoroughly communicated impact of market changes as the procurement progresses.</b></p> <p>Demonstrates depth of knowledge of market conditions through revision of negotiation objectives and negotiation strategy.</p>	<p><b>* Expertly completed the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP/LEASE, award letters, source selection documents, cost benefit analysis JOTFOC and other related documents.</b></p> <p><b>* Submitted outstanding documents.</b></p> <p><b>* Documents contained no errors.</b></p> <p><b>* Expertly assembled the lease contract file.</b></p>	<p><b>* Demonstrated expert depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</b></p> <p><b>* Expertly assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. exceeding contract requirements with no errors.</b></p> <p><b>* Proactive to identify issues and propose innovative solutions throughout RLP development and negotiations.</b> <b>* Proactive to identify items that could affect negotiations, i. e. market conditions, local trends.</b></p> <p><b>* Outstanding at negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) to achieve lower rental rate and/or exceed LCRM measure.</b></p> <p><b>* Expertly assembled the lease contract file.</b></p>	<p><b>* Drafted documents ahead of the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</b></p> <p><b>* Proactively submitted all documents ahead of the agreed timeframe.</b></p> <p><b>* Proactive in identifying project delays and/or expertly mitigate project delays.</b></p> <p><b>* All required documents uploaded into GREX ahead of schedule allowing for timely GSA review.</b></p>
<b>4 Overall great performance/Exceeds minimum contract requirements</b>	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p><b>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</b></p> <p><b>Demonstrated above average customer service skills.</b></p> <p><b>* Courteous to all parties involved.</b></p> <p><b>* Complied with GSA Standards of Conduct.All actions and behavior were in an ethical manner.</b></p>	<p><b>* Expertly negotiated lease contract to exceed LCRM measure.</b></p> <p><b>* Promptly communicated impact of market changes as the procurement progresses.</b></p> <p><b>* Demonstrates some knowledge of market conditions through revision of negotiation objectives and negotiation strategy.</b></p>	<p><b>* Excellent completion of the RLP, amendment (s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</b></p> <p><b>* Submitted above average documents.</b></p> <p><b>* Documents contained few or no errors.</b></p> <p><b>* Excellent assembled the lease contract file.</b></p>	<p><b>* Demonstrated excellent depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</b></p> <p><b>* Above average assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. with no errors.</b></p> <p><b>* Proactive to identify issues and propose solutions throughout RLP development and negotiations.</b></p> <p><b>* Proactive to identify items that could affect negotiations, i.e. market conditions, local trends.</b></p> <p><b>* Excellent at negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) to achieve lower rental rate and/or exceed LCRM measure.</b></p> <p><b>* Above average assembled the lease contract file.</b></p>	<p><b>* Drafted documents ahead of the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</b></p> <p><b>* Proactively submitted some documents ahead of the agreed timeframe.</b></p> <p><b>* Proactive in identifying project delays.</b></p> <p><b>* All required documents uploaded into GREX allowing for timely GSA review.</b></p>
<b>3 Overall good performance/Exceeds contract requirements</b>	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p><b>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</b></p> <p><b>* Complied with GSA Standards of Conduct.</b></p> <p><b>* All actions and behavior were in an ethical manner.</b></p>	<p><b>* Adequately negotiated lease contract to meet LCRM measure.</b></p> <p><b>* Communicated impact of market changes as the procurement progresses.</b></p>	<p><b>* Good at completing the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</b></p> <p><b>* Submitted documents on the first submission which were also complete, accurate, and neat.</b></p> <p><b>* Some documents contained few minor errors.</b></p> <p><b>* Adequately assembled the lease contract file.</b></p>	<p><b>* Good depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</b></p> <p><b>* Adequately assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. meeting contract requirements with few minor errors.</b></p> <p><b>* At times identified items that could affect negotiations, i.e. market conditions, local trends.</b></p> <p><b>* Good at negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) to meet LCRM measure.</b></p> <p><b>* Adequately assembled the lease contract file.</b></p>	<p><b>* Drafted documents per the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</b></p> <p><b>* Submitted all documents per the agreed timeframe.</b></p> <p><b>* Adequately identified and communicated project delays.</b></p> <p><b>* All required documents uploaded into GREX allowing for timely GSA review.</b></p>

**Guide for GLS Task Order Level Evaluations - Lease Acquisition**

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
Meets some contract requirements	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>Represented GSA in a professional manner some of the time when dealing with the tenant agency, building representatives, and others.</p> <ul style="list-style-type: none"> <li>* Complied with GSA Standards of Conduct.</li> </ul>	<ul style="list-style-type: none"> <li>* Negotiations failed to result in lease contract to which met LCRM measure, and/or contractor failed to provide documentation supporting negotiated rate.</li> <li>* Poorly communicated impact of market changes as the procurement progresses.</li> </ul>	<ul style="list-style-type: none"> <li>* Marginally completed the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</li> <li>* Documents contained some major errors and required more than one revision.</li> <li>* Poorly assembled the lease contract file.</li> </ul>	<ul style="list-style-type: none"> <li>* Failed to display a depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</li> <li>* Marginally assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. with multiple errors requiring several revisions.</li> <li>* Failed to identified items that could affect negotiations, i.e. market conditions, local trends.</li> <li>* Poorly conducted negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) as rental rate high compared to the market and LCRM measure.</li> <li>* Poorly assembled the lease contract file.</li> </ul>	<ul style="list-style-type: none"> <li>* Failed to submit some documents per the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</li> <li>* Documents submitted late.</li> <li>* Failed to identify and communicate project delays.</li> <li>* Needed to be reminded to upload documents in GREX as required.</li> </ul>
Overall poor performance that minimally meets contract requirements	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<ul style="list-style-type: none"> <li>* Failed to represent GSA in a professional manner when dealing with the tenant agency, building representatives, and others.</li> <li>* Often rude and discourteous to parties involved in the project.</li> <li>* Failed to comply with GSA Standards of Conduct.</li> <li>* Demonstrated poor behavior on phone calls or in person with the tenant agency, building representatives and others.</li> </ul>	<ul style="list-style-type: none"> <li>* Negotiations failed to result in lease contract to which met LCRM measure, and/or contractor failed to provide documentation supporting negotiated rate.</li> <li>* Failed to communicate impact of market changes as the procurement progresses.</li> </ul>	<ul style="list-style-type: none"> <li>* Poorly completed the RLP, amendment(s), RLP distribution list, negotiation objectives, PNM, RLP lease, award letters, source selection documents, cost benefit analysis JOTFOC, and other related documents.</li> <li>* Failed to submit complete, accurate, and neat documents.</li> <li>* Documents contained major errors and required multiple submissions.</li> <li>* Poorly assembled the lease contract file.</li> </ul>	<ul style="list-style-type: none"> <li>* Failed to display a depth of knowledge of all regulations and contract requirements through drafting RLP, choosing appropriate attachments, negotiations, preparing letters and documents etc.</li> <li>* Poorly assembled the RLP, PNM, negotiation objectives, PVA, source selection documents, lease, award/rejection letters, etc. not meeting contract requirements with multiple major errors.</li> <li>* Failed to identified items that could affect negotiations, i.e. market conditions, local trends.</li> <li>* Poorly conducted negotiations (evaluate offers, communicate deficiencies, rental rate, confirm sf, etc) as rental rate high compared to the market and LCRM measure.</li> <li>* Poorly assembled the lease contract file.</li> </ul>	<ul style="list-style-type: none"> <li>* Failed to submit documents per the approved schedule date, i.e. RLP, revised negotiation objectives, PV analysis, abstract of offer(s), PNM, lease, cover letters.</li> <li>* Documents submitted late.</li> <li>* Failed to identify and communicate project delays.</li> </ul>
No deliverable/ does not meet contract requirements						

## Guide for GLS Task Order Level Evaluations - Post Award Services

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
Overall outstanding performance/Consistently exceeds contract requirements	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Courteous to all parties involved.</p> <p>* Complied with GSA Standards of Conduct.</p> <p>* All actions and behavior was in an ethical manner.</p>	<p>* Expertly negotiated Tenant Improvement (TI) and change orders to reduce the total TI cost.</p> <p>* Promptly and thoroughly communicated impact of market changes during build out.</p> <p>* Demonstrate depth of knowledge of market conditions through revision of TI negotiation objectives and negotiation strategy.</p>	<p>* Expertly completed the TI PNM, D-B, and other related documents.</p> <p>* Submitted an outstanding TI PNM and other documents on the first submission which were also complete, accurate, and neat.</p> <p>* TI PNM and other documents contained no errors.</p>	<p>* Proficient in managing the construction schedule and proactive in identifying/ advising of delays.</p> <p>* Demonstrated excellent depth of knowledge of all Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Expertly conducted TI negotiations and assembled the TI-PNM, LAS, etc. exceeding contract requirements with no errors.</p> <p>* Expertly assembled the lease contract file.</p>	<p>* Drafted TI-PNM and completed other tasks, i.e. negotiations, ahead of the approved schedule date.</p> <p>* Proactively submitted other documents ahead of the agreed timeframe, i.e. lease file.</p> <p>* Proactive in identifying project delays and/or expertly mitigate project delays.</p>
4 Overall great performance/Exceeds minimum contract requirements	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Demonstrated above average customer service skills.</p> <p>* Courteous to all parties involved.</p> <p>* Complied with GSA Standards of Conduct. All actions and behavior were in an ethical manner.</p>	<p>* Expertly negotiated Tenant Improvement (TI) and change orders to reduce the total TI cost.</p> <p>* Promptly communicated impact of market changes during build out.</p> <p>* Demonstrate some knowledge of market conditions through revision of TI negotiation objectives and negotiation strategy.</p>	<p>* Above average completed the TI PNM, D-B, and other related documents.</p> <p>* Submitted an above average TI PNM and other documents on the first submission which were also complete, accurate, and neat.</p> <p>* TI PNM and other documents contained few minor errors.</p>	<p>* Proficient in managing the construction schedule and proactive in identifying/ advising of delays.</p> <p>* Demonstrated above average depth of knowledge of all Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Conducted TI negotiations and assembled the TI-PNM, LAS, etc. exceeding contract requirements with no errors.</p> <p>* Above average assembly the lease contract file.</p>	<p>* Drafted some documents ahead of the approved schedule date (TI-PNM &amp; completed other tasks i.e. negotiations).</p> <p>* Submitted some other documents ahead of the agreed timeframe, i.e. lease file.</p> <p>* Proactive in identifying project delays and/or expertly mitigate project delays.</p>
3 Overall good performance/Meets contract requirements	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p>* Represented GSA in a professional manner at all times when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Adequately negotiated Tenant Improvement (TI) and change orders.</p> <p>* Communicated impact of market changes during build out.</p>	<p>* Good at completing the TI PNM, D-B, and other related documents.</p> <p>* Submitted an adequate TI PNM and other documents on the which were also complete, accurate, and neat.</p> <p>* TI PNM and other documents contained few minor errors.</p>	<p>* Sufficient in managing the construction schedule.</p> <p>* Identified and advised of delays.</p> <p>* Demonstrated adequate knowledge of Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Adequately conducted TI negotiations and assembled the TI-PNM, LAS, etc. per contract requirements.</p> <p>* Assembled the lease contract file.</p>	<p>* Drafted TI-PNM and completed other tasks, i.e. negotiations, per the approved schedule date.</p> <p>* Submitted other documents per of the agreed timeframe, i.e. TI PNM, lease file.</p> <p>* Adequately identified project delays and/or communicated project delays.</p>
2 Meets some contract requirements	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>Represented GSA in a professional manner some of the time when dealing with the tenant agency, building representatives, and others.</p> <p>* Complied with GSA Standards of Conduct.</p>	<p>* Marginally negotiated Tenant Improvement (TI) and change orders.</p> <p>* Failed to communicate impact of market changes during build out.</p>	<p>* Marginally completed the TI PNM, D-B, and other related documents.</p> <p>* Failed to submit a complete, accurate and neat TI PNM and other documents.</p> <p>* TI PNM and other documents contained major errors and/or required multiple submissions.</p>	<p>* Failed to manage the construction schedule.</p> <p>* Poorly identified and advised of delays</p> <p>* Demonstrated lack of knowledge of Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</p> <p>* Poorly conducted TI negotiations.</p> <p>* Poorly assembled the TI-PNM, LAS, etc. per contract requirements.</p> <p>* Poorly assembled the lease contract file.</p>	<p>* Failed to submit the TI-PNM and completed other tasks, i.e. negotiations, per the approved schedule date.</p> <p>* Documents and deliverables submitted late.</p> <p>* Failed to identify and communicate project delays.</p>

## Guide for GLS Task Order Level Evaluations - Post Award Services

Criteria ▶	Business Relations	Cost Control	Document Quality	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
Likert Rating ▼						
1 <b>Overall poor performance that minimally meets contract requirements</b>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<ul style="list-style-type: none"> <li>* Failed to represent GSA in a professional manner when dealing with the tenant agency, building representatives, and others.</li> <li>* Often rude and discourteous to parties involved in the project.</li> <li>* Failed to comply with GSA Standards of Conduct.</li> <li>Behavored poorly on phone calls or in person with the tenant agency, building representatives and others.</li> </ul>	<ul style="list-style-type: none"> <li>* Inadequately negotiated Tenant Improvement (TI) and change orders.</li> <li>* Failed to communicate impact of market changes during build out.</li> </ul>	<ul style="list-style-type: none"> <li>* Poorly completed the TI PNM, D-B, and other related documents.</li> <li>* Failed to submit a complete, accurate and neat TI PNM and other documents.</li> <li>* TI PNM and other documents contained major errors and/or required multiple submissions.</li> <li>* Government drafted at least one deliverable due to failure of contractor to provide acceptable, timely document after being reminded by COR.</li> </ul>	<ul style="list-style-type: none"> <li>* Failed to manage the construction schedule.</li> <li>* Failed to identify and advised of delays</li> <li>* Demonstrated lack of knowledge of Federal acquisition regulations and contract requirements, i.e. D-B, shell v. TI, construction schedule.</li> <li>* Poorly conducted TI negotiations.</li> <li>* Poorly assembled the TI-PNM, LAs, etc. per contract requirements.</li> <li>* Failed to assemble the lease contract file.</li> </ul>	<ul style="list-style-type: none"> <li>* Failed to submit the TI-PNM and completed other tasks, i.e. negotiations, per the approved schedule date.</li> <li>* Documents and deliverables submitted late.</li> <li>* Failed to identify and communicate project delays.</li> <li>* Government drafted at least one deliverable due to failure of contractor to provide acceptable, timely document after being reminded by COR.</li> </ul>
<b>No deliverable/ does not meet contract requirements</b>						

## Guide for GLS Program Level Evaluations

Criteria ▶		Business Relations	Cost Control	Quality (Document Quality)	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)
<b>Evaluation Focus</b>		Engagement with Program Officials. Escalation of program issues. Partnership efforts.	Achievement of financial targets. Accuracy in commission calculations. Programmatic or project related cost savings.	Accuracy of Reports Meaningful Updates Formatting is consistent with regional standards.	Problem solving Assignment of staff (required capabilities) Observed best practices	Provision or completion of program documents. Adherence to project schedules. Response time to program officials.
<b>Overall outstanding performance/Consistently exceeds contract requirements</b>	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p> <p>Approximately 90 - 100% of Contractor's work product meets the standard.</p>	<p>The Contractor consistently exceeds minimum contract standards by participating in every business relations category contained in the monthly report.</p> <p>Contractor engages with Program Officials using a variety of communication methods leading to improved relations (phone, e-mail, video conferencing, in-person meetings).</p> <p>Contractor proactively escalates program or project concerns before they become program issues; Voices concerns about COR performance or regional inconsistencies to be addressed by the RPM.</p> <p>Creates partnership efforts that add value to the leasing program.</p> <p>Use "Evaluation Focus" to identify desired behaviors above Level 3</p>	<p>The Contractor consistently exceeds minimum contract standards by achieving greater than 10% below financial targets (Bullesye, Negotiation Objective, etc).</p> <p>No corrections need to be made as a result of contractor error relative to commission calculations.</p> <p>Contractor proactively pursues and achieves a programmatic or project related cost savings outside of stated financial targets (i.e., concessions; free/reduced rent, free/reduced use of amenities, etc.)</p>	<p>The Contractor consistently exceeds minimum contract standards by ensuring all areas of the monthly report are completed and contain the correct Broker Contractor, COR and status of evaluations.</p> <p>The Contractor provides clear and meaningful updates that include the most current information (up to the day the report is released), the status of G-REX, and should indicate who is responsible for the next step in the process. The Contractor reports out on observed trends and offers innovative ideas on improving the report or utilizing report data better.</p> <p>The Contractor ensures that the formatting of deliverables is consistent with regional standards and ensures that documents are uploaded in G-REX that are consistent with what is required in the Leasing Desk Guide and Contract.</p> <p>In addition to monthly reports, document quality may also assess meeting agendas, periodic status updates, Conflict of Interest and other administrative documents.</p>	<p>The Contractor consistently exceeds minimum contract standards by ensuring that every contractor performs consistently well, is proactive in accomplishing tasks, independently works without need for guidance/oversight. RPM/COR do not have to refer brokers to contract, regulations, etc. Transaction managers are regularly proactive in providing solutions to complex issues and require no guidance from GSA.</p> <p>Speaks and works on behalf of GSA as a subject matter expert.</p> <p>Keeps staff trained and up to date on new policies and regulations. Use of the most updated forms and templates.</p>	<p>The Contractor consistently exceeds minimum contract standards by provision and or completion of program deliverables in advance of due dates.</p> <p>The Contractor exceeds expectations for adherence to project schedules and project milestones are met without modifications to project schedules (dates that are not on the critical path are adjusted as necessary to mitigate milestone delays)</p> <p>The Contractor responds to program officials by communicating information before the agreed upon timeframe, proactively initiates communication to identify project date slippage and comes up with creative ways to get back on schedule.</p> <p>The Contractor completes project assignments quickly so that Project Orientation Meetings with the COR and Tenant Agency are consistently scheduled in advance of the contract requirement of 5 days following issuance of the task order. (Section C.4.3.2.)</p> <p>The Contractor identifies projects with schedules that are high priority/high risk (ie: 3 months from expiration, Agency taking 9 months + for DIDs, etc.). Alerts RPM of possible issues, offers mitigation strategies to correct project path or provide coverage (ie: dedicated resources/effort to recover the schedule or suggesting an extension as a stop-gap measure).</p> <p>The Contractor demonstrates advance preparation for Monthly Status Calls, regularly scheduled meetings (ie: suggesting agenda items or creating the agenda more than two days in advance of a meeting).</p>
<b>4 Overall great performance/Exceeds minimum contract requirements</b>	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.</p> <p>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</p> <p>Approximately 80 - 89% of Contractor's work product meets the standard.</p>	<p>The Contractor frequently exceeds minimum contract standards by participating in most business relations categories contained in the monthly report.</p> <p>Contractor engages with Program Officials using a variety of communication methods leading to improved relations (phone, e-mail, video conferencing, in-person meetings) when requested.</p> <p>Contractor proactively escalates program or project concerns once they become program issues. Confirms concerns about COR performance or regional inconsistencies to be addressed by the RPM when asked.</p> <p>Participates in partnership efforts that add value to the leasing program.</p>	<p>The Contractor frequently exceeds minimum contract standards by achieving up to 10% below financial targets (Bullesye, Negotiation Objective, etc).</p> <p>No corrections need to be made as a result of contractor error relative to commission calculations.</p> <p>Contractor pursues and/or recommends a programmatic or project related cost savings outside of stated financial targets (i.e., concessions; free/reduced rent, free/reduced use of amenities, etc.)</p>	<p>The Contractor frequently exceeds minimum contract standards by ensuring the majority of the monthly reports are completed and contain the correct Broker Contractor, COR and status of evaluations.</p> <p>The Contractor provides clear and meaningful updates that include the most current information (up to the day the report is released), the status of G-REX, and should indicate who is responsible for the next step in the process. The Contractor frequently reports out on observed trends and offers innovative ideas on improving the report or utilizing report data better.</p> <p>The Contractor ensures that the formatting of deliverables is consistent with regional standards and ensures that documents are uploaded in G-REX that are consistent with what is required in the Leasing Desk Guide and Contract.</p>	<p>The Contractor frequently exceeds minimum contract standards by ensuring that the majority of contractors perform consistently well, is proactive in accomplishing tasks, independently works without need for guidance/oversight. In most cases, RPM/COR do not have to refer brokers to contract, regulations, etc. Transaction managers are frequently proactive in providing solutions to complex issues and require no guidance from GSA.</p> <p>Speaks and works on behalf of GSA as a subject matter expert.</p> <p>Majority of staff trained and up to date on new policies and regulations. Use of the most updated forms and templates.</p>	<p>The Contractor frequently exceeds minimum contract standards by provision and or completion of program deliverables in advance of due dates. Contractor frequently exceeds contract time frames for assigning team members and team members contact CORs for project commencement prior to the 5 working day time frame.</p> <p>The Contractor exceeds expectations for adherence to project schedules and project milestones are met without modifications to project schedules (dates that are not on the critical path are adjusted as necessary to mitigate milestone delays).</p>

## Guide for GLS Program Level Evaluations

Criteria ▶	Business Relations	Cost Control	Quality (Document Quality)	Management (Key Personnel/ Personnel Technical Quality)	Schedule (Timeliness)	
<b>3 Overall good performance/Exceeds contract requirements</b>	<p>Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</p> <p>Approximately 70 - 79% of Contractor's work product meets the standard.</p>	<p>Minimum performance standard: The Contractor complies with GSA Standards of Conduct, identified in Section H, and maintains a professional demeanor. The Contractor's interactions are generally positive and constructive. The Contractor assists in strategic planning when requested.</p>	<p>Minimum performance standard: Negotiation Objectives shall be based on market comparables and address necessary cost elements, included in the asking rates.</p> <p>Lease negotiations shall result in a rental rate within the stated Negotiation Objective range for the market.</p> <p>The Contractor communicates market changes as the procurement progresses.</p> <p>Negotiated lease rates must be substantiated by supporting documentation.</p> <p>The Contractor achieves a market rate commission.</p>	<p>Minimum performance standard: Documents generally require one or two revisions before a final draft is considered acceptable. Errors are generally minor in nature, meaning that there are no gross errors, inconsistencies, omissions, or inaccuracies. Final drafts of documents are accurate in content.</p>	<p>Minimum performance standard: The Contractor demonstrates a working knowledge of the Federal leasing process. The Contractor requires occasional technical direction but executes direction accurately. The Contractor employs qualified, trained personnel with an understanding of the Contract and the GSA Lease Acquisition requirements. The Contractor identifies obstacles and offers strategies to mitigate them during the course of the contract.</p>	<p>Minimum performance standard: The Contractor generally provides deliverables, including lease file documents and administrative submissions, in accordance with the established timeframes, and the project schedule is updated. While there may be some occasional delays on the Contractor's part, the major milestones are delivered on time. The Contractor provides status and schedule updates, to include delays. The Contractor responds to communication from regional and national program officials in accordance with response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted not later than the stated due date.</p>
<b>Meets some contract requirements</b>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or subelement being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p> <p>Approximately 60 - 69% of Contractor's work product meets the standard.</p>	<p>The Contractor sometimes complies with most GSA Standards of Conduct identified in Section H and maintains a professional demeanor with with guidance and coaching.</p> <p>The Contractor's interactions with project stakeholders requires damage control from team members or program officials to maintain positive a constructive intent.</p>	<p>For the performance period, Negotiation Objectives are not appropriately attributed to market comparables and may be missing necessary cost elements, included in the asking rates.</p> <p>Lease negotiations result in a rental rate above the stated Negotiation Objective range for the market.</p> <p>There is no evidence of proactive attempts by the Contractor's key personnel to negotiate rates within range on multiple projects.</p> <p>The Contractor does not communicate/is not aware of market changes impacting projects within the region.</p> <p>Negotiated lease rates are poorly substantiated.</p> <p>The Contractor's key personnel does not achieve a market rate commission on multiple projects.</p>	<p>The Contractor sometimes meets minimum contract standards by ensuring the majority of the monthly reports are completed. Documents generally require three to five revisions before a final draft is considered acceptable. On average, major errors are identified on multiple projects, that negatively impact the region's overall performance.</p>	<p>The Contractor sometimes meets minimum contract standards; Often requires technical direction, and must be reminded of the contract requirements. A significant number of staff appear to need additional training and frequent guidance.</p> <p>Does not work independently, and often asks for permission and guidance prior to completing tasks. Is not considered a subject matter expert.</p>	<p>The Contractor sometimes meets minimum contract standards by providing deliverables, including lease file documents and administrative submissions, in accordance with the established timeframes, and the project schedule is updated when asked by Program Officials. There are multiple delays on the Contractor's part, and some major milestones are delivered late. The Contractor provides status and schedule updates, to include delays when asked. The Contractor responds to communication from regional and national program officials outside of response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted later than the stated due date.</p>
<b>Overall poor performance that minimally meets contract requirements</b>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p> <p>Approximately 1 - 59% of Contractor's work product meets the standard.</p>	<p>The Contractor rarely meets minimum contract standards. With escalations and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel only complies with some GSA Standards of Conduct identified in Section H.</p> <p>Interactions with program stakeholders are adversarial and destructive.</p> <p>The Contractor's interactions with project stakeholders results in requests for removal of the Contractor or negatively impacts the project outcome.</p>	<p>The Contractor rarely meets minimum contract standards. With escalations and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel negotiation Objectives are not appropriately attributed to market comparables and documentation has significant weaknesses.</p> <p>Lease negotiations result in a rental rate 10% or more above the stated Negotiation Objective range for the market. There is no evidence of proactive attempts by the Contractor's key personnel to negotiate rates within range on multiple projects.</p> <p>The Contractor does not communicate/is not aware of market changes impacting projects within the region. Negotiated lease rates are poorly substantiated.</p> <p>The Contractor's key personnel does not achieve a market rate commission on multiple projects.</p>	<p>The Contractor rarely meets minimum contract standards. With escalation and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel, documents generally require substantial re-work before a final draft is considered acceptable. Errors are major in nature meaning that there are gross errors, inconsistencies, omissions, or inaccuracies that negatively impact multiple projects.</p>	<p>The Contractor rarely meets minimum contract standards. With escalations and Program Official assistance of a level greater and more extensive than expected for Contractor's Key Personnel, Program Officials must consistently provide technical direction, and must be remind the Contractor of contract requirements. The majority of staff appear to need additional training and display a general lack of knowledge of the contract and their overall duties.</p> <p>Does not work independently, and regularly asks for permission and guidance prior to completing tasks. Regularly needs coaching and guidance.</p>	<p>The Contractor rarely meets minimum contract standards by providing deliverables, including lease file documents and administrative submissions, and the project schedule is updated when asked by Program Officials. There are multiple delays on the Contractor's part, and most major milestones are delivered late. The Contractor provides status and schedule updates, to include delays when asked. The Contractor responds to communication from regional and national program officials outside of response times as identified in Section C.4.1.2. Reports, required in Section C.6, are submitted later than the stated due date.</p> <p>The Contractor does not respond timely to requests for services related to protests, claims, inquiries and market analysis.</p> <p>The Government experiences delays greater than 10 days with contractor team member assignments with notifications to the COR.</p>