

GSA DELEGATION OF AUTHORITY

SUBJECT: Delegation of Authority to the Director of the Administrative Office of the United States Courts Regarding the Courts' Occupancy of Space in Facilities under the Jurisdiction, Custody, and Control of the U.S. General Services Administration

1. **Purpose.** Pursuant to 40 U.S.C. § 3314, this Delegation of Authority (Delegation) grants the Director (the Director) of the Administrative Office of the United States Courts (the Administrative Office) the authority to directly procure projects and services in facilities occupied by the Administrative Office and/or the judicial branch of Government and under the jurisdiction, custody, and control of the U.S. General Services Administration (GSA) under the following two conditions:

a. If the estimated cost of the project or service is at or below the micro-purchase threshold as defined at Section 2.101 of the Federal Acquisition Regulation, and

b. With the concurrence of the GSA Building/Property Manager or GSA Lease Administration Manager (LAM) and Lease Contracting Officer (LCO) on a case-by-case basis.

2. **Cancellation.** This Delegation of Authority is identical to ADM 5450.45, which was issued on January 9, 2015, to the heads of Executive Agencies (as defined at 40 U.S.C. § 3301(a)). ADM 5450.45 and ADM 5450.47 do not cancel each other, nor does one supersede the other as each Delegation targets different Tenant Agencies of GSA. Aside from ADM 5450.45, this Delegation of Authority is independent of any other previous Delegations of Authority issued for specific circumstances or to specific tenant agencies. Therefore, this Delegation of Authority does not supersede or cancel any previous Delegations of Authority and works in concurrence with ADM 5450.45.

3. **Background.** Micro-purchase projects and services are typically procured through the GSA Public Buildings Service (PBS) Reimbursable Work Authorization (RWA) program. The administrative effort involved to process, accept, execute, and bill RWAs for these small micro-purchase projects and services does not always yield the most efficient delivery. Furthermore, these projects and services may incur additional costs, fees, and processing time for both GSA and tenant agencies.

4. Delegation of authority. It is the intent of this Delegation of Authority to promote efficiency by allowing the Administrative Office and the judicial branch of Government to directly procure micro-purchase projects and services with the concurrence of the GSA Building/Property Manager responsible for the facility where the work will be executed.

By directly procuring projects and services pursuant to this Delegation of Authority, the Administrative Office and the judicial branch of Government agree to be responsible for: (a) any/all damage done to any facility under the jurisdiction, custody, and control of GSA as a result of a delegated project/service and, (b) claims of personal injury and/or personal property damage as a result of a delegated project/service.

This Delegation authorizes the Director's successive re-delegation to qualified officers and employees within the Administrative Office and to qualified officers and employees of the judicial branch of Government in accordance with the Director's authority under 28 U.S.C. § 602(d), provided that any such re-delegation states that it is subject to the terms and conditions of this Delegation and provided that any contracting undertaken shall be by a warranted Contracting Officer with the authority to procure building-related goods and services.

This Delegation is not re-delegable from the Director to an Executive Agency (as defined by 40 U.S.C. § 3301(a)) or to any organization occupying space in facilities under the jurisdiction, custody, and control of GSA except as stated in paragraph 1 and in paragraph 4. Furthermore, this Delegation of Authority is not re-delegable for space in facilities outside the jurisdiction, custody, and control of GSA.

5. Implementing action. This Delegation of Authority is effective immediately. Refer to the Micro-purchase Delegation of Authority Guide (see Appendix A) for implementation guidance. Appendix A may be modified at any time by the PBS Assistant Commissioner for Project Delivery.

6. Signature.



DENISE TURNER ROTH
Administrator

Attachment

APPENDIX A: MICRO-PURCHASE DELEGATION OF AUTHORITY OPERATIONAL GUIDANCE

Background

This Appendix provides Operational Guidance in support of the GSA Delegation of Authority ADM 5450.45 signed January 9th, 2015. This Delegation of Authority grants Tenant Agencies that occupy space in facilities under the custody, control, and jurisdiction of the General Services Administration (GSA) authority to directly procure projects and services in those facilities under the following two conditions:

- If the project or service is at or below the micro-purchase threshold (thresholds as of this writing are \$2,000 for Construction and \$2,500 for Services), and
- With the concurrence of the GSA Building/Property Manager or GSA Lease Administration Manager (LAM) and Lease Contracting Officer (LCO) on a case-by-case basis.

Occupancy Agreements require that any tenant space alterations require GSA approval.

Micro-purchase projects and services are typically procured through the GSA Public Buildings Service (PBS) Reimbursable Work Authorization (RWA) program. The administrative effort involved to process, accept, execute, and bill RWAs for these micro-purchase projects and services does not always yield the most efficient delivery. Furthermore, these projects and services may incur additional costs, fees, and processing time for both GSA and Tenant Agencies.

This guidance is provided for both GSA and Tenant Agency use.

Overlapping Delegation of Authorities

If the conditions set in the Micro-purchase Delegation of Authority overlap with the conditions outlined in any other Delegation of Authority (pre-existing or issued in the future), the Tenant Agency may choose which of the two Delegations of Authorities it would like to exercise. If GSA declines the request of the Tenant Agency from using one Delegation of Authority (as allowed in the Operational Guidance of each respective Delegation of Authority) the Tenant Agency may then either request to utilize the second Delegation of Authority or request to use an RWA to execute the project or service.

Operational Guidance - GSA Owned Space

1. Before any project or service is procured, the Tenant Agency must consult with the GSA Building/Property Manager to determine if the project/service is eligible under this program.
2. The Tenant Agency shall provide GSA with a description of the project or service requested and a cost estimate or market research validating that the work is estimated at or below the micro-purchase threshold.
3. The GSA Building/Property Manager will additionally assess the impact of the proposed work on:
 - a. The operation and management of the building.
 - b. The building's structural, mechanical, electrical, plumbing, and heating and air conditioning systems.
 - c. The building's aesthetic and/or historic features.
 - d. The space or property of other tenants in the building.
 - e. Building/facility security requirements (including contractor clearances/escorts, SBU (sensitive but unclassified) information, etc.
 - f. Environmental Health and Safety issues including but not limited to asbestos and lead paint.
 - g. Any issues/concerns related to code compliance.
4. If the GSA Building/Property Manager does not provide concurrence, the Tenant Agency must then provide an RWA to GSA in order for the work to be executed.
5. The Tenant Agency must obtain written concurrence from the GSA Building/Property Manager, which may include e-mail communication, prior to entering into any contractual obligation with a vendor for the micro-purchase project/service. See bottom section of this Operational Guidance for sample e-mail templates.

6. The GSA Building/Property Manager may assist the Tenant Agency in identifying potential contractors/vendors. The Tenant Agency must confirm in advance of work being performed that the contractor/vendor can accept the Tenant Agency's method of payment (such as a purchase card). If the contractor/vendor cannot accept the Tenant Agency's method of payment, then this Delegation of Authority cannot be exercised for that project or service and an RWA must be used instead.

7. The Tenant Agency shall:

a. Provide ongoing coordination with GSA to ensure compliance with building/facility operations, standards and requirements, security requirements (such as contractors working in the building having the required clearances and/or escorts), and scheduling.

b. Procure the micro-purchase project/service directly.

c. Pay the contractor/vendor for the micro-purchase project/service directly.

8. The GSA Building/Property Manager shall inspect at any time ongoing and completed work.

Operational Guidance - GSA Leased Space

In the case of GSA leased facilities, the above procedures for GSA Owned facilities still apply. However, the Tenant Agency will coordinate with the GSA POC (LAM). This GSA POC will coordinate with the LCO to determine if the proposed project/service is eligible. The agreement should be documented in writing and added to the Lease file: see the Lease Management Desk Guide, Chapter 7. Depending on the particular scenario, GSA, the Lessor, and the Tenant Agency may agree for the Tenant Agency to pay the Lessor directly or a contractor/vendor directly. The work cannot change the terms and conditions of the lease between GSA and the Lessor.

1. Before any project or service is procured, the Tenant Agency must consult with the GSA associate serving in the role of GSA LAM to determine if the project/service is eligible under this program. The following additional restrictions apply when utilized in a leased facility:

a. Work that impacts the buildings systems (mechanical, electrical, plumbing) must be contracted with the Lessor directly. If the Lessor elects not to execute the project involving building systems, then the Tenant Agency cannot exercise this Delegation of Authority and must use an RWA instead.

b. Work that is cosmetic in nature (e.g. paint, carpet, etc) or for services (e.g. utilities, landscaping, etc) can be contracted with the Lessor or a contractor/vendor. If the Lessor elects not to execute the project, then the Tenant Agency may select a contractor/vendor instead to execute the project or service.

2. The Tenant Agency shall provide GSA with a description of the project or service requested and a cost estimate or market research validating that the work is estimated at or below the micropurchase threshold.

3. The GSA LAM will additionally assess the impact of the proposed work on:

a. The operation and management of the building.

b. The building's structural, mechanical, electrical, plumbing, and heating and air conditioning systems.

c. The building's aesthetic and/or historic features.

d. The space or property of other tenants in the building.

e. Building/facility security requirements (including contractor clearances/escorts, SBU (sensitive but unclassified) information, etc.).

f. Environmental Health and Safety issues including but not limited to asbestos and lead paint.

g. Any issues/concerns related to code compliance.

4. If the GSA LAM does not provide concurrence, the Tenant Agency must then provide an RWA to GSA in order for the work to be executed.

5. Assuming the requested project/service is eligible, the GSA LAM needs to further ensure the GSA LCO is advised prior to issuing an approval.

6. The Tenant Agency must obtain written concurrence from the GSA LAM, which may include e-mail communication, prior to entering into any contractual obligation with a vendor for the micro-purchase project/service. See bottom section of this Operational Guidance for sample e-mail templates.

7. The GSA LAM and/or Lessor may assist the Tenant Agency in identifying potential contractors/vendors if the Lessor decides not to execute the work/service themselves. Whether Lessor or vendor is issued the work order, the Tenant Agency must confirm in advance of work being performed that the Lessor or vendor can accept the Tenant Agency's method of payment (such as a purchase card). If the Lessor or vendor cannot accept the Tenant Agency's method of payment, then this Delegation of Authority cannot be exercised for that project or service and an RWA must be used instead.

8. The Tenant Agency shall:

a. Provide ongoing coordination with GSA to ensure compliance with building/facility operations, standards and requirements, security requirements (such as contractors working in the building having the required clearances and/or escorts), and scheduling.

b. Procure the micro-purchase project/service directly.

c. Pay the contractor/vendor for the micro-purchase project/service directly.

9. The GSA LAM may inspect at any time ongoing and completed work.

Suggested Email Templates

Here is sample language that could be included in an e-mail between GSA and the Tenant Agency in either owned or leased space.

To exercise the micro-purchase Delegation of Authority, the Tenant Agency shall respond to this e-mail agreeing to the terms and conditions of the Delegation of Authority 5450.45 ADM issued on January 9, 2015. Additionally, the Tenant Agency shall: Provide ongoing coordination with GSA to ensure compliance with building/facility operations, standards and requirements, security requirements (such as contractors working in the building having the required clearances and/or escorts), and scheduling.

- *Procure the micro-purchase project/service directly.*

- *Pay the contractor/vendor for the micro-purchase project/service directly.*

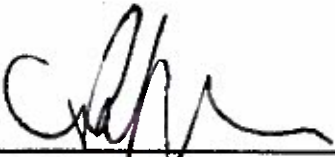
Furthermore, the GSA Building/Property Manager may inspect at any time ongoing and completed work.

The following sample language could be included in an e-mail between GSA and the Lessor related to leased space when the Lessor agrees to do the work (if you are a LAM, consult with your LCO):

The Lessor waives any rights of restoration as these rights pertain to this project and to release the Government from any and all obligations to restore the premises affected by the scope of this project.

Lastly, the following sample language could be included in an e-mail between GSA and the Lessor related to leased space when the Lessor confirms they will not do the work and allows for a third party contractor/vendor to complete the work instead (if you are a LAM, consult with your LCO):

The Lessor acknowledges that the Scope of Work for this project has been reviewed and hereby waives the first right of refusal for this work and waives any rights of restoration as these rights pertain to this project and to release the Government from any and all obligations to restore the premises affected by the scope of this project.



Laura Stagner
Assistant Commissioner
Office of Design and Construction,
Office of Project Delivery
Public Buildings Service

6/21/2016
Date