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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. EXECUTIVE ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

III. REGULATIONS

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

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

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

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

IV. POLICY

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

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

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

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

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

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

GSA Public Buildings Service

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

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

SECTION 1 ROOM SCHEDULE AND DETAILS

1.01 ROOM SCHEDULE

1.02 SPACE DETAILS

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

Open Office Area

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

Enclosed Rooms

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

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

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

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

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

SECTION 2 DESIGN SCHEMATIC LAYOUT

2.01 DESIGN SCHEMATIC

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

2.02 ADJACENCY DIAGRAMS

SECTION 3 ADDITIONAL SPECIAL REQUIREMENTS AND DETAILS

3.01 ROOM LAYOUTS

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

3.02 ADDITIONAL CONSTRUCTION DETAILS

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

SECTION 4 GENERAL REQUIREMENTS

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

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

4.03 OTHER

Bullseye Methodology

1) Bullseye Report Definition

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

2) Bullseye Report Contents

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

b) Overall market and submarket trends

i) A brief market analysis

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

iii) Parking rates

3) Bullseye Report Sources

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

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

c) CoStar: Most comprehensive database for commercial real estate. Asking rate for the Bullseye Report is obtained by utilizing costar search filters that meet the Government’s requirement for available space and location. If there are not at least three available properties with asking rates listed, the analyst may reduce the minimum square footage requirement in order to obtain an average asking rate for properties inside the delineated area, or obtain the average asking rate for the appropriate submarket from CoStar's most recent quarterly report.

4) Bullseye Report Eligibility

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

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

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

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

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

5) Discounted Cash Flow Analysis

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

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

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

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

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

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

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

c) Key Assumptions: GSA lease cash flow model

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

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

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

buildout is reflected in GSA's annual rent payments

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

iii) The operating component of the GSA lease is escalated at 2.5% annually throughout the full term of the lease to account for the Government's standard lease language stating that operating expenses will be adjusted annually depending on the consumer price index (CPI). The assessment of leases without the standard CPI adjustment language will be modified accordingly

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

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

Organizational Conflict Of Interest Agreement

Contract Number:____

Prime Contractor:____

Subcontractor(s):____

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

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

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

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

Prime Contractor Signature: ________________________________ Date: _______

Name and Title: ________________________________

Individual Conflict of Interest and Non-Disclosure Agreement

A. Conflict of Interest

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

B. Nondisclosure of Procurement Sensitive Information

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

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

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

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

Contract Number: ________________________________
Firm Name: ________________________________

Signature: ________________________________ Date: _______
Name and Title: ________________________________

DUAL AGENCY DISCLOSURE STATEMENT
(Acknowledgement and Consent)

RLP Solicitation Number: ____
Offeror: ____

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

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

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

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

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

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

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

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

Relationship to the Landlord is ____
____

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

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

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

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

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

Potential Offerors:

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

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

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

Potential Offeror PRINTED NAME and SIGNATURE **Date**

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

GSA's Tenant Broker:

Broker PRINTED NAME and SIGNATURE: **Date**

General Services Administration:

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

DATE

Name
Address

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

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

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

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

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

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

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

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

The Aggregate Lease Value shall not include:

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

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

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

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

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

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

The Aggregate Lease Value shall not include:

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

Lessor and Broker expressly recognize and agree that a portion of the Commission (the "Commission Credit"), to be specified at a later date, shall be applied to the benefit of Tenant in the Lease as a credit to shell rent as required in the RLP. The Aggregate Lease Value provided above shall be calculated before and without regard to the application of the Commission Credit.

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

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

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

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

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

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

Sincerely,

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

AGREED AND ACCEPTED:

By: ______________________________ Date: _____________________________

Name: _______________________

Title: _________________________

EXHIBIT 5A - GLS PLUS 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)<<GSA LCO email address>> and XXXXX@gsa.gov<<Broker TM email address>> respectively. Thank you for your cooperation in this matter.

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

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

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

Agency Long Term Space Requirements Needs Interview Questionnaire

General Project Information

Basic Information

1. Brief description of the location's daily operations and functions (e.g. typical office, interactions with the public, appeals office, regional office, rapid response center, & etc.)
2. Purpose of this project / move:
3. How does the agency define success?
4. Contraints: Budget ☐, Resources ☐, Schedule ☐, Organizational Change ☐, & Mission Change ☐
   a. Notes:
5. Assistance needed from GSA for: IT/Network & Telecommunication Services ☐, Local & Long Distance Phone Service ☐, Furniture Acquisition ☐, Furniture & Personal Property Disposal ☐, Office Equipment Acquisition ☐, Security Products & Services ☐, Move Coordination ☐
6. Total Staff / Headcount: Current Future
7. For restroom calculations: New location percentage of staff women %, staff men %
8. Furniture: Move Existing ☐ or Buy New ☐

New Lease Term

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

Square Footage

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

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:

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

Parking

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

Existing Space

Basic Information

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

Existing Space Modifications

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

c. Security Changes Yes ☐ No ☐ Notes:

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

e. Additional Needs

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

New Space

Building / Site

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

   Notes:

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

   Notes:

3. Column spacing requirement: Yes ☐ No ☐ Span

4. Must the space be located on a particular floor of a building? Yes ☐ No ☐ Notes:

5. External adjacency requirements (ex. proximity to courthouses, etc.) Yes ☐ No ☐ Notes:

6. Proximity to amenities / building support services? Not Applicable ☐

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

   b. Other:

7. Proximity to mass transit? Yes ☐ No ☐ Distance away in miles:

8. Preference for a Class of Building? Class A ☐, Class B ☐, Class C/Flex ☐, & / or no preference ☐

   Notes:

9. Does the agency require the ability to display signage? Interior ☐ Exterior ☐ Not Applicable ☐

10. Does the agency require a business directory? Yes ☐ No ☐

11. Does the agency require on-site vending machines? Yes ☐ No ☐

12. Does the agency require a flag pole? Yes ☐ No ☐

13. Ceiling Height Minimum Clearance:

Construction & Finishes

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

Project Schedule

1. Does the agency require pre-occupancy tenant access for the set-up of equipment? Yes ☐ No ☐

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

Agency Long Term Space Requirements
Needs Interview Questionnaire

DID Workshops

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

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

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

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

Turn-Key Leasing

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

Room Schedule and Details

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

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

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

    a. Flooring type

b. Wall finish type ,

c. Ceiling type ,

d. Quantity duplex electrical outlets ,

e. Quantity data outlets

f. Wall Type:

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

h. Additional Needs:

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

   a. Flooring type

   b. Wall finish type

   c. Ceiling type

   d. Quantity duplex electrical outlets

   e. Quantity data outlets

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

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

   h. Additional Needs:

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

   a. Flooring type ,

   b. Wall finish type

   c. Ceiling type

   d. Quantity duplex electrical outlets

   e. Quantity data outlets

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

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

   h. Additional Needs:

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

   h. Additional Needs:

7. **File Room:** Quantity & Size Standard Finishes? Yes ☐ No ☐
   a. Flooring type
   b. Wall finish type
   c. Ceiling type
   d. Quantity duplex electrical outlets
   e. Quantity data outlets
   f. Floor load for safe or files:
   g. Wall Type (if other than standard specified by code):
   h. Sound Transmission Coefficient (STC) Requirement (if other than standard):
   i. Additional Needs:
8. **Mailroom:** Quantity & Size Standard Finishes? Yes ☐ No ☐
   a. Flooring type
   b. Wall finish type
   c. Ceiling type
   d. Quantity duplex electrical outlets
   e. Quantity data outlets
   f. Wall Type (if other than standard specified by code):
   g. Sound Transmission Coefficient (STC) Requirement (if other than standard):
   h. Additional Needs:
9. **Breakroom:** Quantity & Size Standard Finishes? Yes ☐ No ☐
   a. Flooring type
   b. Wall finish type
   c. Ceiling type
   d. Quantity duplex electrical outlets
   e. Quantity data outlets

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

i. Seating for people

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

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

i. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

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

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

h. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

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

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

h. Additional Needs:

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

a. Flooring type

b. Wall finish type

c. Ceiling type

d. Quantity duplex electrical outlets

e. Quantity data outlets

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

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

h. Additional Needs:

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

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

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

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

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

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

Special Requirements

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

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

General Requirements

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

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

Agency Long Term Space Requirements
Needs Interview Questionnaire

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

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

   No ☐ Notes:

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

THE CONTROLLER

March 25, 2015

MANAGEMENT PROCEDURES MEMORANDUM NO. 2015-01

MEMORANDUM FOR: ALL CFO ACT EXECUTIVE AGENCIES

FROM: David Mader
Controller

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

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

Summary:

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

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

I. Actions Required:

1. Real Property Efficiency Plan

Each agency shall develop and submit to GSA and OMB a draft final 5-year Real Property Efficiency Plan (Plan) by July 10, 2015, and submit a final plan signed by the Agency's Deputy Secretary or Administrator by September 10, 2015. Each year thereafter, agencies shall submit a draft final Plan ninety (90) days after the final Federal Real Property Profile (FRPP) data submission. The final Plan, signed by the Agency's Deputy Secretary or Administrator, shall be submitted sixty (60) days after an agency's annual Strategic Review meeting with OMB The first plan will cover Fiscal Years (FY) 2016 – FY2020, the second plan will cover FY2017 – FY2021, and so forth for five fiscal years. The Plan will describe the agency's overall strategic and tactical approach in managing its real property, provide a rationale for and justify its optimum portfolio, and drive the identification and execution of real property disposal, efficiency improvements, general usage, and cost saving measures. The narrative section of the Plan should not exceed twenty (20) pages and will meet the requirements set forth in the Implementation Section of this Memorandum.

2. **Space Design Standard for Office Space.**

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

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

3. **Reduction Targets for Office and Warehouse Space.**

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

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

b. ***Application of Warehouse Targets.*** Agencies that have fewer than two hundred (200) domestic warehouses in their portfolio are not required to set warehouse reduction targets. The total number of agency warehouses is determined by adding the number of GSA warehouse Occupancy Agreement locations to the number of warehouses reported in the FRPP for which the agency is listed as the using organization.

4. **Reduction Targets to Dispose of Owned Buildings.**

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

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

5. **Freeze the Footprint.**

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

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

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

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

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

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

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

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

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

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

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

II. <u>Implementation:</u>

1. Contents of the Real Property Efficiency Plan

Agencies' Plans shall contain the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Certification of FRPP Data.

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

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

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

3. Records Retention.

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

4. Government-Wide Controls.

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

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

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

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

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

5. Transparency.

On an annual, calendar year basis, and after consultation with GSA and the agencies, OMB will update Performance.gov with information on each agency's office and warehouse reduction targets and annual reduction achieved, disposal targets and actual disposal achieved, and total office and warehouse square footage relative to each agency's baseline.

Glossary of Terms.

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

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

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

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

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

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

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

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

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

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

Warehouse Space (From FRPP Data Dictionary). Buildings used for storage, such as ammunition storage, covered sheds, and buildings primarily used for storage of vehicles or materials. Also included are underground or earth covered ammunition storage bunkers and magazines. This category excludes water reservoirs and petroleum, oil, and lubricants storage tanks which are storage structures.

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

THE DIRECTOR

November 25, 2016

M-17-08

MEMORANDUM TO THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: SHAUN DONOVAN
DIRECTOR

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

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

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

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

As a result of these efforts and others, agencies have significantly improved the operations and efficiency, saving taxpayer dollars. Specifically, agencies have saved approximately $30 million in conference spending over the last few years, a nearly 25 percent reduction in FY 2015 compared to FY 2013. Further, the total FY 2013 to FY 2015 reduction to agencies' 2012 office and warehouse baseline was 24.7 million square feet, with an estimated annual cost avoidance of $300 million from FY 2016 and forward.

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

Section 2-Conferences

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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

Section 3 - Real Property

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

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

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

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

- o Agencies must move aggressively to identify, declare, and dispose of excess properties and surplus properties held by the Federal Government and make more efficient use of the Government's real property assets. Agencies should prioritize disposal of entire federal campuses or portions of federal campuses that can be sold or conveyed to local government through public benefit conveyance to support local economic redevelopment.

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

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

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

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

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

2. Comparable Market Rents:

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

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

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

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

i. Identify typical/standard work letter

ii. Identify tenant improvements in addition to standard work letter

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

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

(e) Property taxes

(f) Parking costs and Parking ratio

(g) Other costs not included in lease

(h) Identify start date of lease comparables.

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

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

Confidential Information Agreement for
Contract No. ___________________

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

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

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

I agree that I will not divulge, publish, or reveal by work, conduct or any other means, such confidential or personally identifiable information or knowledge, except as necessary to do so in the performance of my official duties related to this Contract, Task Order and Project and in accordance with the laws of the United States, unless specifically authorized in writing in each and every case by a duly authorized representative of the United States Government. I take this obligation freely, without any mental reservation or purpose of evasion and in the absence of duress.

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

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

I agree that this agreement (a) shall be binding upon my legal representatives, and assigns; and (b) shall be governed by the laws of the United States Government.

By:____________________________________ ____________

Original Signature of Employee Date Executed

______________________________________ ____________

Printed Name of Employee Title of Employee

G-REX BROKER ACCESS PROCESSES

1) **PROCESS FOR OBTAINING PASSWORDS**
   a) Contractor must have a preliminary HSPD-12 security clearance from DHS
   b) The Center for Real Estate Brokerage Services informs PBS/CIO's office when a contractor has received a favorable entry for his/her preliminary background investigation
   c) Contractor must submit the following information to NCOR:
      1) Name
      2) Company Name
      3) Work email address
      4) Work address
      5) Work telephone number
      6) Cell Phone number
   d) The G-REX team requests confirmation of approval on the preliminary investigation from the System IT Security team.
   e) If Contractor Status is favorable, the CIO's office sets up the user with GSA PBS PORTAL access and G-REX access.
   f) The G-REX Administrator assigns the G-REX Broker Role to the Contractor. The request is assigned to the Helpdesk.
   g) The CIO's Helpdesk emails the Broker their username with a comment to phone the helpdesk number for user password and information about accessing the Portal & G-REX application.

2) **TASK ORDER Assignment in G-REX**
   a) ZCO confirms contacts with Zonal Project Manager
   b) ZCO gives Contractor access in G-REX by task order
      1) Primary
      2) Secondary
   c) ZCO notifies Contractor, COR & RPM by e-mail that broker has been assigned to G-REX project.

National Escalation Protocol Table of Contents

National Escalation Protocol

To improve our performance in timely requirements development and to provide support to regional employees actively in pursuit of customer requirements, a new standard escalation protocol has been developed to clarify when and how PBS employees should escalate customer delays within the GSA regions and out to Central Office. This escalation protocol is in concert with the standardized requirements development process.

Background

PBS delivers thousands of projects for its customer agencies every year. The foundation for every one of those projects is the requirements that define how the project should be designed, if applicable, and constructed. In other words, requirements and their development are a key component of PBS' business.

PBS has defined a PBS Projects Process Workflow for both federally-owned and leased space projects. This workflow directly correlates to the PBS Project Lifecycle as outlined in the standardized requirements development process. For continuing needs space projects, PBS has also established milestone targets for the first three (3) phases of the lifecycle.

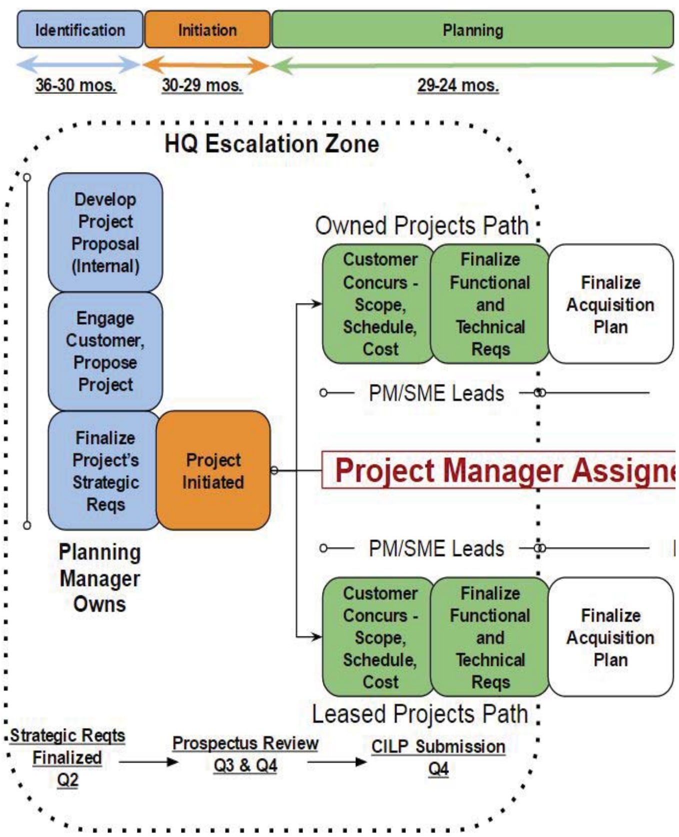


Figure 1.1 **Below Prospectus Level Timeframes (Customer occupancy projects only)**

Phase 1/Identification- starts at 36 months prior to occupancy expiration and ends at 30 months out with customer agreement on strategic level requirements, i.e. Client Project Agreement (CPA).

Phase 2/Initiation - starts at 30 months with defined strategic level requirements and ends at 29 months with an assigned project manager and project team development.

Phase 3/Planning - starts at 29 months with an assigned PM and ends at 24 months with final functional and technical requirements.

Figure 1.1 **Above Prospectus Level Timeframes** (Customer driven projects only, sole R/A projects do not apply)**

Phase 1/Identification- Starts 12 months prior to the Capital Investment Leasing Program (CILP) submission date and ends at 6 months prior to the CILP submission date with customer agreement on strategic level requirements, i.e. CPA.

Phase 2/Initiation - Starts at 6 months prior to the CILP submission date, with agreed upon and finalized strategic level requirements and triggers the assignment of the Project Manager.

Phase 3/Planning - Starts once Project manager is assigned, and ends, with full functional and technical **requirements 24 months after strategic requirements are finalized.**

****A list of projects will be provided by Office of Real Property Asset Management/Strategic Portfolio Planning Division in coordination with the Office of Leasing.**

In the first three phases of the lifecycle, gathering requirements in a timely manner from our customers is on the critical path of every project. Our success in the first three phases, and our ability to obtain complete functional and technical requirements for the space by 24 months prior to Occupancy Agreement (OA) expiration (and by 24 months after strategic requirements are finalized for prospectus level projects), directly impacts our ability to execute projects at the best value to the taxpayer and to our customers.

While PBS is often successful in obtaining customer requirements within the national requirements development timeline, there are instances when project milestones are missed. Lack of customer engagement is predominantly what causes PBS to miss the milestones and as a result, PBS repeatedly ends up in holdover or unwanted contract extensions in our leased portfolio. In addition, such delays mean that our customers and the taxpayers must forgo or postpone opportunities to reduce space and rent for the government's overall budget.

Protocol

For all continuing needs space projects, Planning Managers (PLM) - charged with soliciting and obtaining strategic space requirements, and project managers (PM) - charged with soliciting and obtaining functional and technical space requirements, should proactively pursue customer engagement in the requirements development process to meet the national requirements development milestones.

	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to expiration	30 Months prior to expiration	24 Months prior to expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

Both the PLM and PM should leverage their regional escalation protocol as soon as they lose confidence in the customer's ability to meet the above timeline. The national escalation protocol should be exercised once the regional escalation protocol has been exhausted and the milestones are still at risk.

The national escalation protocol was established to support both the PLM and the PM. The processes for the PLM and the PM are described below.

Note: The national escalation protocol no longer directly impacts the milestones met on the FY18 Managing customers Requirements measure. An adjudication process has be introduced for FY18, where escalations will be taken into account.

Planning Manager Escalation Protocol

	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to	30 Months prior to	24 Months prior to

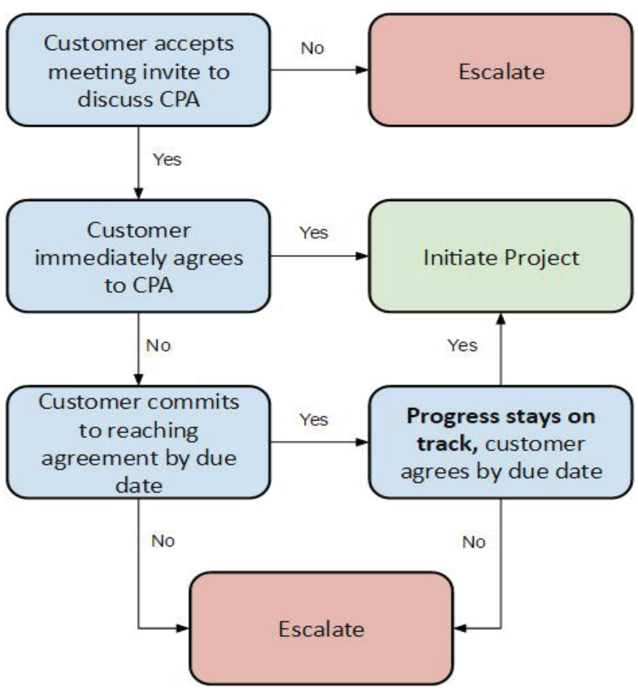
	expiration	expiration	expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

The PLM's efforts span two key milestones in the requirements development process:

1) Customer Engagement: At 36 months prior to an OA expiration (12 months prior to CILP submission date for above prospectus level projects), the PLM, in consultation with appropriate business line experts, prepares a CPA with a proposal for the optimal continuing needs space project. The intent of this activity is to begin to engage the customer in meaningful dialogue around strategic requirements of the follow-on space project.
2) Customer Agreement on Strategic Project Requirements: The goal of the engagement effort is to reach agreement with the customer on the strategic project requirements. The CPA will be approved by the customer no later than 30 months prior to expiring occupancy (6 months prior to CILP submission for above prospectus projects).

The PLM should utilize all reasonable efforts to sufficiently engage the customer in order to obtain agreement on strategic project requirements. Efforts should include follow up emails, phone calls, and face-to-face or virtual meetings. As each customer is different, the PLM should use all means of communication his or her experience has proven to be effective. As soon as the PLM loses confidence in his or her ability to adequately engage the customer, the matter should be escalated. The flowchart below provides an example of when escalation may be helpful for the PLM.

Figure 1.2 **Example of when Escalation may be Helpful for the PLM**



If agreement or commitment to reaching agreement on the strategic level requirements and CPA cannot be reached with the customer by the 30 month milestone (or the 6 month milestone for prospectus level projects) and, if after all regional escalation protocols have been employed, the project is still at risk of not meeting the milestone, the PLM should begin the process of escalation to Central Office. Upon Central Office's receipt of the escalated project, so long as the PLM can provide sufficient documentation that regional escalation protocols were implemented accordingly, the escalation will be accepted and managed by the appropriate National Planning Manager (NPLM)/National Client Executive (NCE). Once the escalation is accepted, the region will not be penalized for failure to meet the 30 month milestone/6 month milestone.

<u>Project Manager Escalation Protocol</u>

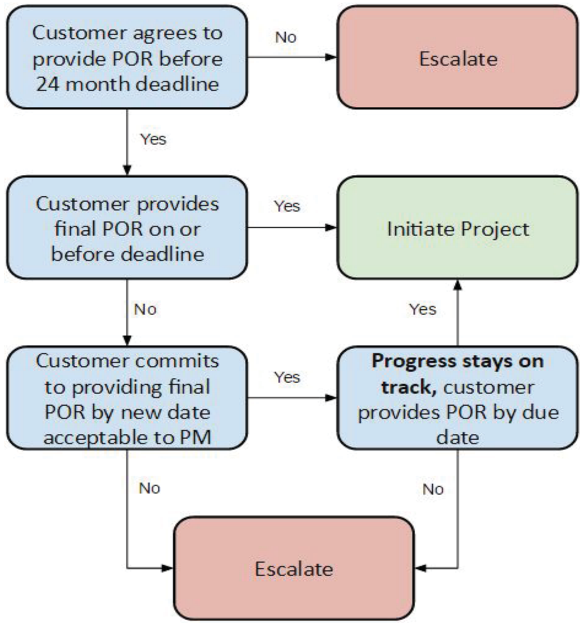
	Planning Manager Identification Phase		Project Manager Planning Phase
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to expiration	30 Months prior to expiration	24 Months prior to expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

The PM's efforts are aimed at reaching the final milestone in the requirements development process:

1) Requirements Finalization: By 24 months prior to an OA expiration (24 months after strategic requirements are finalized for above prospectus projects), the project manager should secure the final functional and technical requirements for the follow-on space project.

Like the PLM, the PM should exhaust all reasonable efforts to sufficiently engage the customer in order to obtain final functional and technical requirements by the national requirements development timeline of 24 months prior to OA expiration (or 24 months after strategic requirements are finalized if prospectus). Efforts should include follow up emails, phone calls, and face-to-face or virtual meetings. Again, each customer is different and the PM should use all means of communication his or her experience has proven to be effective. As soon as the PM loses confidence in his or her ability to secure finalized requirements by the 24 month milestone, the matter should be escalated. The flowchart in Figure 1.3 provides an example of when escalation may be helpful for the PM.

Figure 1.3 **Example of when Escalation may be Helpful for the PM**



If the customer does not commit to providing the final Program of Requirements (POR) on or before the deadline, or does not commit to providing the final POR by a new date acceptable to the PM, and the project is still at risk of not meeting the 24 month milestone, the PM should begin the process of escalation to Central Office. Upon Central Office's receipt of the escalated project, so long as the PM can provide sufficient documentation that regional escalation protocols were implemented accordingly, the escalation will be accepted and managed by the appropriate NPLM/NCE.

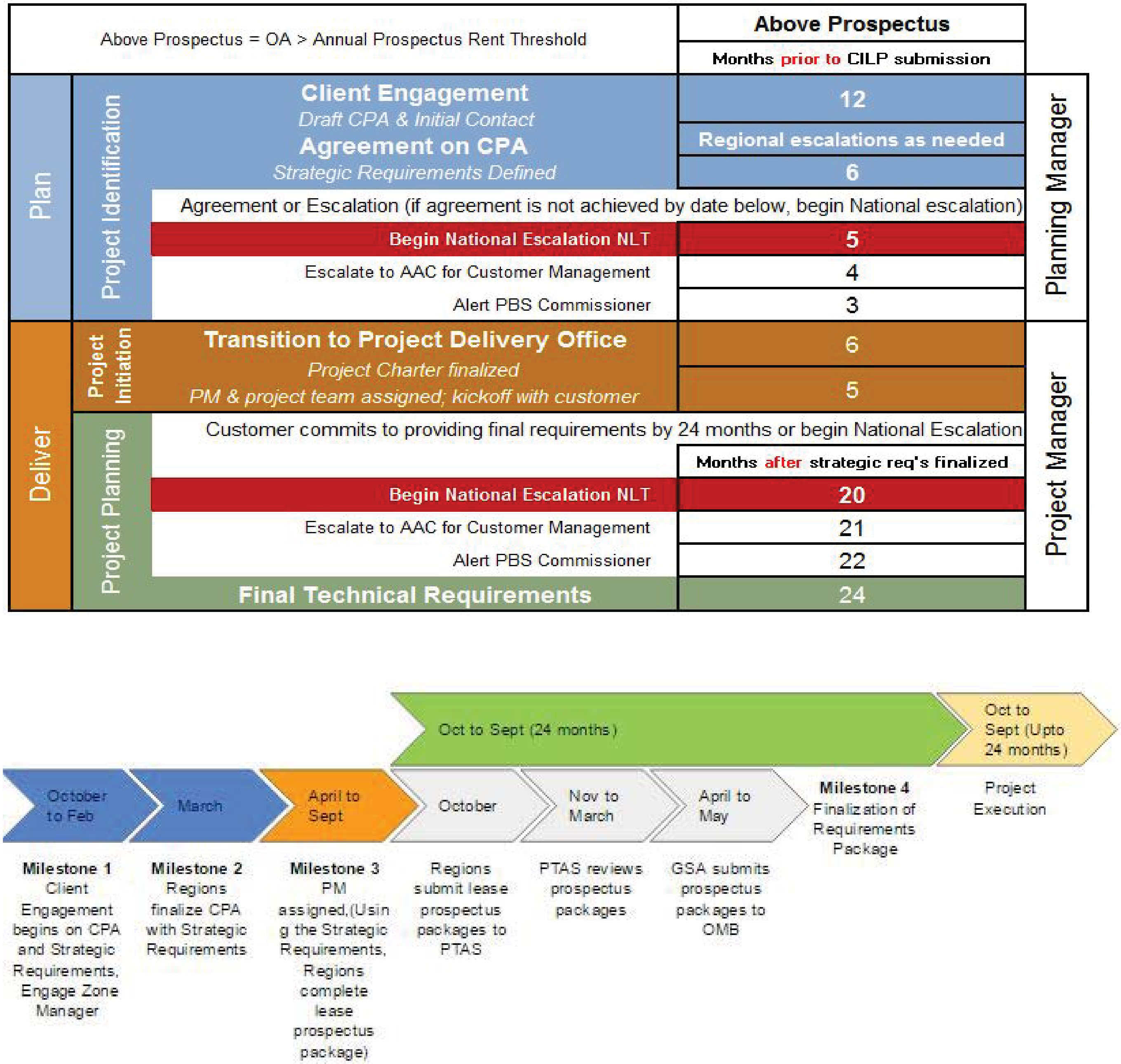
Figures 1.4 and 1.5 below reiterate the key milestones and the points of escalation within the first three phases of the PBS Project Lifecycle for both non-prospectus and prospectus level projects. Note that there are in fact two points of national escalation - the first escalation point is during Phase 1: Project Identification and the second is during Phase 2: Project Planning. It's important to be aware that the point of escalation to Central Office for the PLM during the Project Identification Phase differs from that of the PM during the Project Planning Phase.

During Phase 2: Project Planning, the PM's NLT escalation due date to the NPLM/NCE is at 26 months prior to OA expiration for high, medium, and low impact projects (Figure 1.4) or 20 months after strategic requirements have been finalized for prospectus level projects (Figure 1.5). This precedes the milestone deadline of 24 months for final technical requirements - which must be the case so that headquarters personnel and executives have sufficient time to intervene *before* the 24 month project execution timeline is jeopardized. The Project Manager must obtain commitment from the customer early in the requirements finalization process in order to meet the 24 month milestone. If the PM is unable to get customer commitment or loses confidence in the customer's ability to meet this schedule, the matter should be escalated using the national escalation protocol. Waiting for the 24 month milestone to pass puts our space projects and any underlying lease contract at risk.

Figure 1.4 **Key Milestones and Points of Escalation for Below Prospectus**

		High Impact = OA > 25,000 USF Medium Impact = OA > 10,000 USF Low Impact = OA < 10,000 USF	**Non-Prospectus** Months prior to OA Expiration	
Plan	Project Identification	**Client Engagement** *Draft CPA & Initial Contact*	36	Planning Manager
		Agreement on CPA *Strategic Requirements Defined*	Regional escalations as needed 30	
		Agreement or Escalation (if agreement is not achieved by date below, begin National escalation)		
		Begin National Escalation NLT	28	
		Escalate to AAC for Customer Management	27	
		Alert PBS Commissioner	26	
Deliver	Project Initiation	**Transition to Project Delivery Office**	30	Project Manager
		Project Charter finalized *PM & project team assigned; kickoff with customer*	29	
	Project Planning	Customer commits to providing final requirements by 24 months or begin National Escalation		
		Begin National Escalation NLT	26	
		Escalate to AAC for Customer Management	25	
		Alert PBS Commissioner	24	
		Final Technical Requirements	24	

Figure 1.5 **Key Milestones and Points of Escalation for Above Prospectus**



The timing of the escalation and the impact level of the project may determine the basis of the dialogue to take place with the customer at the national level. For example, if at the time of escalation to Central Office the strategic requirement is already past the 30 month (6 months for prospectus) milestone, the dialogue at the Central Office level will include the customer's commitment to providing the final requirements to the region by the next milestone date.

Escalation Submission Form, Tracker and Shared Activity & Status Log

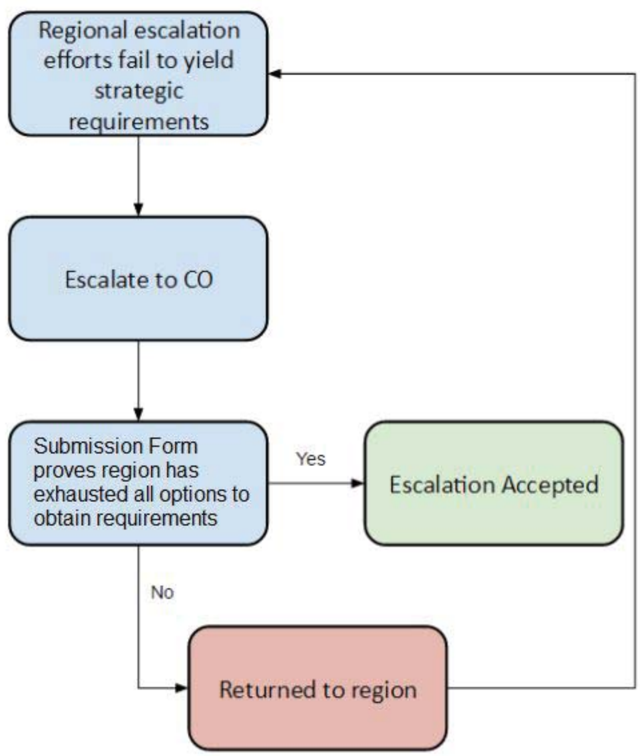
The National Escalation process begins with the Requirements Escalation Submission Form (replaces RD-DET). This tool must be used by all parties involved in regional and national project escalation activities.

The Submission Form populates the Escalation Tracker and a shared Activity and Status Log which is used document regional and national efforts employed and to list any results or outcomes stemming from those efforts. This tool accomplishes several goals:

1) Transparency - Documents activities and results for all involved parties to see.
2) Collaboration – Provides a collaborative tool for regional and national personnel to use
3) Accountability – Ensures all levels in the escalation process are performing
4) Intelligence – Provides information related to customer behavior and pain points

In FY17, PBS began to measure the success in meeting our upfront planning and requirements gathering milestones. Projects escalated and accepted by Central Office/NPLM were not penalized for missing measured milestones. That is no longer the case, we want regions to use the protocol when they need the assistance. An adjudication process has be introduced for FY18 for the missed milestones in the measure, where escalations will be taken into account.

Figure 1.6 **Escalation Submission Flow Chart**



Process for Submitting Escalation Requests to Central Office

As soon as the PLM or PM has exhausted regional escalation efforts and is ready to escalate to the appropriate Central Office NPLM/National Client Executive (NCE), the region must complete the following actions:

1) Regional Planning Managers/Project Managers are to complete and submit a Requirements Escalation Submission Form (replaces RD-DET).
    a. The RCE (for red tier customers) or your RSDO (white and blue tier customers) Must Review and Approve of this escalation submission (verbally or in writing) before you submit this form.
    b. Per policy timelines in this protocol, an escalation should be submitted by 28 months to OA expiration for strategic requirements, 26 months for technical requirements.
    c. The NPLM/NCE will then accept or reject the escalation based on the information contained in the submission form. If accepted, the NPLM/NCE will reply directly to the planning or project manager who submitted the escalation request.
    d. The NPLM/NCE will update the Escalation Tracker to reflect that the escalation is now 'open' and the partnership among Central Office and the regional office to pursue requirements at both levels has begun.
    e. NCE / NPLM and Regional Planning Manager/PM share the Activity and Status Log, linked to the escalation tracking sheet, as they engage the client at both levels
2) The escalation is marked as 'Resolved' when one of two situations occurs:
    a. Requirements are received by the local office
    b. And/Or the blocker which created the need for CO escalation has been alleviated, and the region no longer needs assistance from the national client lead

Timelines for Escalation

(NOTE MILESTONES NO LONGER ATTACHED TO ESCALATIONS- Adjudication process introduced in FY18)

Central Office Protocol for National Escalations

The national escalation protocol is in place to show accountability and transparency in the escalation process when Central Office is engaged to assist in resolving a requirement issue.

Once the Region has escalated to Central Office, the steps below will be pursued. Escalations to Central Office are to be resolved within a 2 month window.

The goal of the NPLM/NCE and the Associate Assistant Commissioner (AAC) is to resolve all escalations without Commissioner-level engagement. The NPLM/NCE will collaborate with the Central Office Escalations Program to keep all regional POCs and stakeholders updated on the status, and to notify the PLM or the PM of the escalation outcome, and cc all regional stakeholders involved in the escalation process.

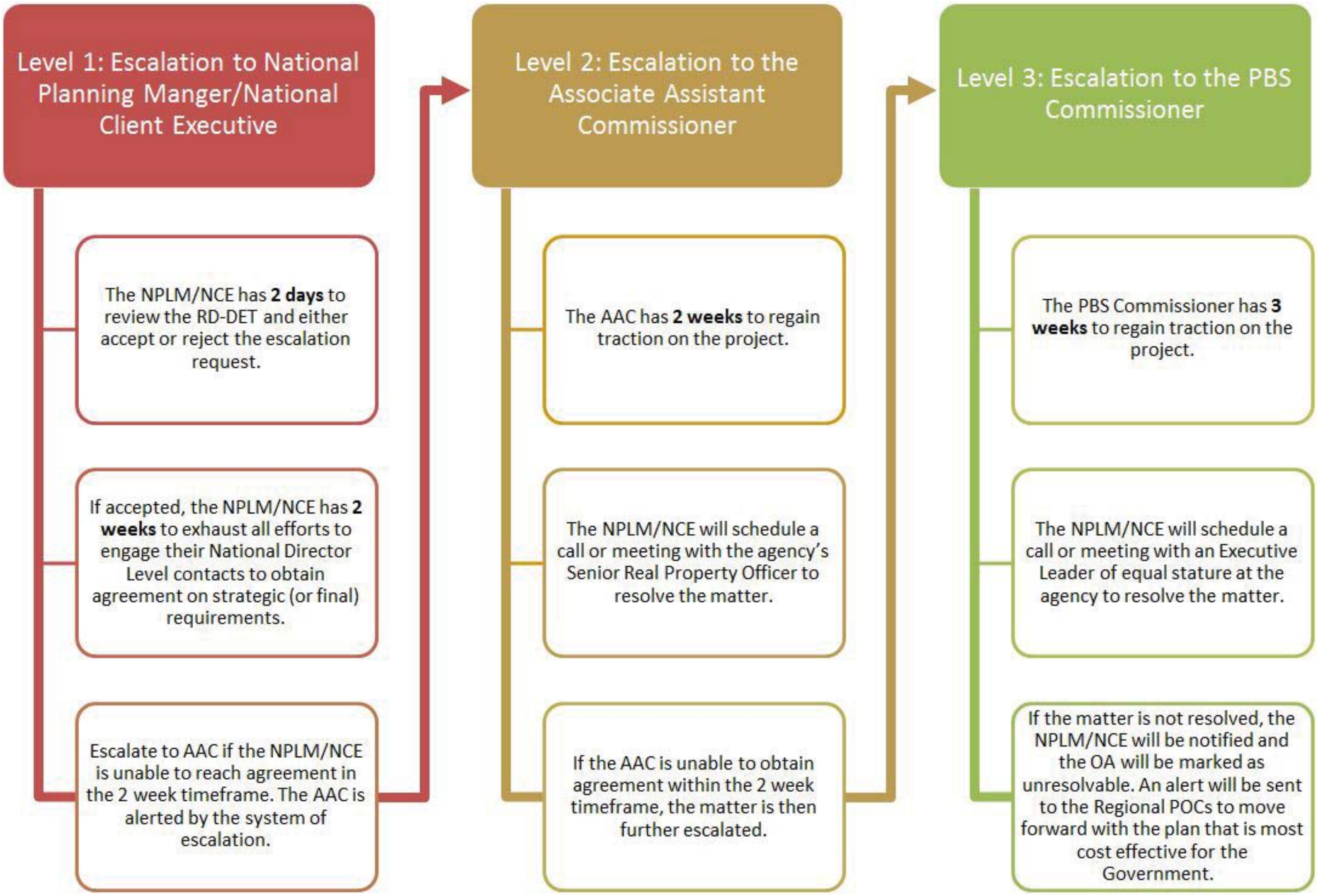
The Escalations steps below are to be applied during both the Project Identification and Project Planning phases.

	Planning Manager Identification Phase		**Project Manager Planning Phase**
Project Type	Engagement	Strategic Requirements/ Agreement	Requirements Finalization
Below Prospectus	36 Months prior to expiration	30 Months prior to expiration	24 Months prior to expiration
Above Prospectus (months triggered by CILP submission)	12 Months prior to CILP submission date	6 Months prior to CILP submission date	24 Months after strategic requirements finalized

- National Esc. Level #1 - Regional Req. Leader Submits to Central Office
    1. Regional Planning Manager / Project Managers submits form
    2. Escalations Coordinator populates non-form fields in Tracking Sheet including the Activity Log
    3. Escalations Coordinator @mentions the NCE / NPLM and sends an email notification with a link to the tracker and a reference to the row (subject is "Escalation: OA #, Region, Agency")
        a. Coordinator CCs the submitter, the RSDO or RCE and the CA (POCs here)
    4. NCE / NPLM reviews the details in the tracker, including the the Activity Log and marks the escalation status column (AD) as 'Open' with 'or 'Not Escalated' and marks 'date accepted' if applicable
    5. NCE / NPLM 'replies all' to the email from the Escalation Coordinator with the status and a reason, if not escalated
    6. NCE / NPLM and Regional Planning Manager/PM share the activity and status log, linked to the escalation tracking sheet, as they engage the client at both levels
    7. NCE / NPLM marks the case as 'resolved' and adds 'date resolved' once the blocker has been removed and the region can continue to engage the client without CO assistance
    8. If after two weeks, the matter is unable to be resolved and the NPLM/NCE loses confidence in his or her ability to adequately engage the customer, they should record all outreach efforts in the FY17 Managing Customer Requirements Tracker, Escalations Tracking tab and escalate the matter. The FY17 Managing Customer Requirements Tracker, Escalations Tracking tab is updated to reflect escalation and AAC is alerted.

- National Esc. Level #2 - Associate Assistant Commissioner
    1. Upon escalation to the AAC, there will be two weeks to regain traction on this project. The NPLM/NCE will provide a copy of the Activity & Status Log which will contain a synopsis of the Regional and Central Office outreach efforts to the AAC.
    2. The NPLM/NCE will then work to setup a call or meeting with the agency's Senior Real Property Officer to resolve the matter. The FY18 Managing Customer Requirements Tracker, Escalations Tracking tab is updated accordingly.
    3. If the AAC is unable to obtain requirements and loses confidence in his or her ability to adequately engage the customer, the FY18 Managing Customer Requirements Tracker, Escalations Tracking tab is updated accordingly.
- National Esc. Level #3 - PBS Commissioner
    1. Escalation to the PBS Commissioner -- timing for this level -- 3 weeks duration.
    2. Upon escalation to the PBS Commissioner, the NPLM/NCE will provide a synopsis of the Regional and Central Office outreach efforts.
    3. The NPLM/NCE will then work to setup a call or meeting with an Executive Leader of equal stature at the agency. The FY18 Managing Customer Requirements Tracker, Escalations Tracking tab is updated accordingly.
    4. If the PBS Commissioner is unable to facilitate a resolution to this matter the NPLM/NCE will be notified and the OA will be marked as unresolvable in the FY18 Managing Customer Requirements Tracker, Escalations Tracking tab, an alert is sent to the Regional POCs. The AAC will then instruct the region to move forward with the plan that is most cost effective for the Government.

Figure 1.7 **Central Office Protocol for National Escalations Flow Chart**



End of Escalation Protocol

Appendix

Acronym Glossary

Acronym	Definition
AAC	Associate Assistant Commissioner
CILP	Capital Investment Leasing Program
CPA	Client Project Agreement
NCE	National Client Executive
NPD	National Planning Director

NPLM	National Planning Manager
OA	Occupancy Agreement
PLM	Planning Managers
PM	Project Managers
POR	Program of Requirements
RD-DET	Requirements Development Digest and Escalation Template

Broker Project Completion Certification

Broker Contractor Name:	
Lease (REXUS) Project Number:	
Contract Number:	
Task Order Number:	
Agency/Bureau Name:	
Location:	
Module:	

I have reviewed all submittals, deliverables, and/or administrative documents, to ensure conformance with contract requirements. I certify that the Contractor has delivered the required services for this project, and that all documents have been uploaded into G-REX or other systems.

COR Name:	
Date:	
Signature:	